

EXHIBIT A

PEM-AMERICA (H.K.) COMPANY LIMITED

Flat 3103, 31/F Sunshine Plaza, 353 Lockhart Road, Wan Chai, Hong Kong
 Tel: (852) 2827 8838 Fax: (852) 2827 2555

Statement of Account

Big Lots Stores, LLC
 500 Phillipi Rd,
 Columbus, OH 43228,
 USA

Printed date: 20-Dec-24

Date	Pem Inv#	PO Ref#	Vendor Inv#	Sales Inv#	Amount Due	
1-Jun-24	PEM240550	95211937	202405043	202405043	59,184.12	
19-Jul-24	PEM240801	95291285	YX24E1070	YX24E1070	76,711.00	
19-Jul-24	PEM240802	95291288	YX24E1081	YX24E1081	96,222.80	under chapter 11
22-Jul-24	PEM240796	95291287	YX24E1061	YX24E1061	27,480.50	USD266922.62
29-Jul-24	PEM240833	95291284	YX24E1085	YX24E1085	7,324.20	
10-Oct-24	PEM241515	95606004	SU8840844SV-24	SU8840844SV-24	83,226.84	
9-Nov-24	PEM241703	95606005	SU8841384SV-2	SU8841384SV-2	37,214.04	USD120440.88

Total outstanding balance due to Pem America (HK) Co Ltd.

USD **387,363.50**

Say US Three Hundred Eighty Seven Thousand Three Hundred Sixty Three Dollars and Fifty Cents

Remittance Bank Details :

Bank Name: Bank of Communications (Hong Kong) Limited
 Bank Address: 20 Pedder Street, Central, Hong Kong
 Swift Code: COMMHKHK
 Beneficiary Name: Pem-America (H.K.) Co Ltd
 Beneficiary Address: Flat 3103, 31/F Sunshine Plaza, 353 Lockhart Road,
 Wan Chai, Hong Kong
 Account Number: 382-536-9306450-2 (USD)

PEM-AMERICA (H.K.) CO.

Seller reference

FLAT 3103, 31/F, SUNSHINE PLAZE, 353 LOCKHART ROAD, WANCHAI, HONG KONG

INVOICE**Invoice No.:** SU8840844SV-24**Invoice Date.:** October 02, 2024**Sold To:** CLOSEOUT DISTRIBUTION, LLC
50 RAUSCH CREEK RD
TREMONT, PA 17981
USA**Delivery To:** 50 RAUSCH CREEK RD
TREMONT, PA 17981
USA**Shipment Terms:** FOB SHANGHAI**Payment Term / OAT #(Open Account Transaction):****Country of Origin:** CHINA**L/C Number:** TT**Vessel / Voyage:** HMM HOPE / 055E**Port of Loading:** SHANGHAI**Ship on or about:** October 03, 2024**Port of Entry:** NEW YORK, NY**Destination:** TREMONT, PA**Container Number (Factory Load) :** CAIU5819169, SEGU5837180, SEGU5867251

Cargo Description	Quantity (Unit)	Unit Price (USD)	Total Amount (USD)
P/O No.: 95606004 SKU No.: 810700434 3PC JACQUARD COMFORTER SET HTS Code.: 9404409022 3 PC JACQUARD CMFTR KG SUK : 810700434 UNITE PRICE [REDACTED] COLOR : GREY 1PC X QUILT [REDACTED] 2PCS X SHAM [REDACTED]	EA CTNS No. of Pallet:	[REDACTED]	8,757.600
P/O No.: 95606004 SKU No.: 810700435 3PC JACQUARD COMFORTER SET HTS Code.: 9404409022 3 PC JACQUARD CMFTR KG SUK : 810700435 UNITE PRICE [REDACTED] COLOR : WHITE 1PC X QUILT [REDACTED] 2PCS X SHAM [REDACTED]	EA CTNS No. of Pallet:	[REDACTED]	10,039.200
P/O No.: 95606004 SKU No.: 810700436 3PC JACQUARD COMFORTER SET HTS Code.: 9404409022 3 PC JACQUARD CMFTR FQ SUK : 810700436 UNITE PRICE [REDACTED] COLOR : GREEN 1PC X QUILT [REDACTED] 2PCS X SHAM [REDACTED]	EA CTNS No. of Pallet:	[REDACTED]	17,434.020
P/O No.: 95606004 SKU No.: 810700437 3PC JACQUARD COMFORTER SET	EA CTNS No. of Pallet:	[REDACTED]	4,699.200

HTS Code.: 9404409022

3 PC JACQUARD CMFTR KG
 SUK : 810700437 UNITE PRICE [REDACTED]
 COLOR : GREEN
 1PC X QUILT [REDACTED]
 2PCS X SHAM [REDACTED]

P/O No.: 95606004

SKU No.: 810700438

3PC JACQUARD COMFORTER SET

No. of Pallet:

HTS Code.: 9404409022

3 PC JACQUARD CMFTR FQ
 SUK : 810700438 UNITE PRICE [REDACTED]
 COLOR : GREY
 1PC X QUILT [REDACTED]
 2PCS X SHAM [REDACTED]

P/O No.: 95606004

SKU No.: 810700439

3PC JACQUARD COMFORTER SET

No. of Pallet:

HTS Code.: 9404409022

3 PC JACQUARD CMFTR KG
 SUK : 810700439 UNITE PRICE [REDACTED]
 COLOR : TAN
 1PC X QUILT [REDACTED]
 2PCS X SHAM [REDACTED]

P/O No.: 95606004

SKU No.: 810700465

3PC JACQUARD COMFORTER SET

No. of Pallet:

HTS Code.: 9404409022

3 PC JACQUARD CMFTR FQ
 SUK : 810700465 UNITE PRICE [REDACTED]
 COLOR : WHITE
 1PC X QUILT [REDACTED]
 2PCS X SHAM [REDACTED]

P/O No.: 95606004

SKU No.: 810700466

3PC JACQUARD COMFORTER SET

No. of Pallet:

HTS Code.: 9404409022

3 PC JACQUARD CMFTR FQ
 SUK : 810700466 UNITE PRICE [REDACTED]
 COLOR : TAN
 1PC X QUILT [REDACTED]
 2PCS X SHAM [REDACTED]

Manufacturer Name & Address

SUMEC STAR TEXTILES CO., LTD
 NO.1 HOUJIANG ROAD,LUHE DISTRICT,CHENGQIAO TOWN,NANJING CITY, JIANGSU
 NANJING, JIANGSU
 210000, CHINA

Total: (1,694 CTNS)

5,082

83,226.840

TOTAL (USD) DOLLARS : EIGHTY-THREE THOUSAND TWO HUNDRED TWENTY-SIX AND CENTS EIGHTY-FOUR ONLY.

DIP NUMBER IS DIP-24-11967

Consolidator(Full Name & Address)

SUMEC STAR TEXTILES CO., LTD
 NO.1 HOUJIANG ROAD,LUHE DISTRICT,CHENGQIAO
 TOWN,NANJING CITY, JIANGSU
 NANJING , JIANGSU

Container Stuffing Location(Full Name & Address)

SUMEC STAR TEXTILES CO., LTD
 NO.1 HOUJIANG ROAD,LUHE DISTRICT,CHENGQIAO
 TOWN,NANJING CITY, JIANGSU
 NANJING , JIANGSU

Container No./Seal/Size:

CAIU5819169/CN21646AM/45'

SEGU5837180/CN21635AM/45'

SEGU5867251/CN21631AM/45'

Container No./Seal/Size:

CAIU5819169/CN21646AM/45'

SEGU5837180/CN21635AM/45'

SEGU5867251/CN21631AM/45'

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS STORES

PO#

SKU#

ITEM#

DEPT#

MASTER PACK

MADE IN CHINA

PEM-AMERICA (H.K.) CO.

Seller reference

FLAT 3103, 31/F, SUNSHINE PLAZE, 353 LOCKHART ROAD, WANCHAI, HONG KONG

PACKING LIST**Invoice No.:** SU8840844SV-2**Invoice Date.:** October 02, 2024**Sold To:** CLOSEOUT DISTRIBUTION, LLC
50 RAUSCH CREEK RD
TREMONT, PA 17981
USA**Delivery To:** 50 RAUSCH CREEK RD
TREMONT, PA 17981
USA**Shipment Terms:** FOB SHANGHAI**Payment Term / OAT #**(Open Account Transaction):**Country of Origin:** CHINA**L/C Number:** TT**Vessel / Voyage:** HMM HOPE / 055E**Port of Loading:** SHANGHAI**Ship on or about:** October 03, 2024**Port of Entry:** NEW YORK, NY**Destination:** TREMONT, PA**Container Number (Factory Load) :** CAIU5819169, SEGU5837180, SEGU5867251

Cargo Description	Quantity (Unit)	Net Weight (KGS)	Gross Weight (KGS)	CBM
P/O No.: 95606004	EA	1,722.00		24.830
SKU No.: 810700434	CTNS			
3PC JACQUARD COMFORTER SET	No. of Pallet:			
HTS Code.: 9404409022				
3 PC JACQUARD CMFTR KG				
SUK : 810700434 UNITE PRICE				
COLOR : GREY				
1PC X QUILT				
2PCS X SHAM				
P/O No.: 95606004	EA	1,974.00		28.460
SKU No.: 810700435	CTNS			
3PC JACQUARD COMFORTER SET	No. of Pallet:			
HTS Code.: 9404409022				
3 PC JACQUARD CMFTR KG				
SUK : 810700435 UNITE PRICE				
COLOR : WHITE				
1PC X QUILT				
2PCS X SHAM				
P/O No.: 95606004	EA	3,468.90		49.300
SKU No.: 810700436	373 CTNS			
3PC JACQUARD COMFORTER SET	No. of Pallet:			
HTS Code.: 9404409022				
3 PC JACQUARD CMFTR FQ				
SUK : 810700436 UNITE PRICE				
COLOR : GREEN				
1PC X QUILT				
2PCS X SHAM				

P/O No.: 95606004	EA	924.00	13.320
SKU No.: 810700437	CTNS		
3PC JACQUARD COMFORTER SET	No. of Pallet:		
HTS Code.: 9404409022			
3 PC JACQUARD CMFTR KG SUK : 810700437 UNITE PRICE \$ COLOR : GREEN 1PC X QUILT 2PCS X SHAM			
P/O No.: 95606004	EA	1,906.50	27.100
SKU No.: 810700438	CTNS		
3PC JACQUARD COMFORTER SET	No. of Pallet:		
HTS Code.: 9404409022			
3 PC JACQUARD CMFTR FQ SUK : 810700438 UNITE PRICE \$ COLOR : GREY 1PC X QUILT 2PCS X SHAM			
P/O No.: 95606004	EA	1,764.00	25.430
SKU No.: 810700439	CTNS		
3PC JACQUARD COMFORTER SET	No. of Pallet:		
HTS Code.: 9404409022			
3 PC JACQUARD CMFTR KG SUK : 810700439 UNITE PRICE \$ COLOR : TAN 1PC X QUILT 2PCS X SHAM			
P/O No.: 95606004	EA	2,362.20	33.570
SKU No.: 810700465	CTNS		
3PC JACQUARD COMFORTER SET	No. of Pallet:		
HTS Code.: 9404409022			
3 PC JACQUARD CMFTR FQ SUK : 810700465 UNITE PRICE \$ COLOR : WHITE 1PC X QUILT 2PCS X SHAM			
P/O No.: 95606004	EA	2,362.20	33.570
SKU No.: 810700466	CTNS		
3PC JACQUARD COMFORTER SET	No. of Pallet:		
HTS Code.: 9404409022			
3 PC JACQUARD CMFTR FQ SUK : 810700466 UNITE PRICE \$ COLOR : TAN 1PC X QUILT 2PCS X SHAM			
Total:		(1,694 CTNS)	5,082
		16,483.80	235.580

Consolidator(Full Name & Address)
SUMEC STAR TEXTILES CO., LTD

Container Stuffing Location(Full Name & Address)
SUMEC STAR TEXTILES CO., LTD

NO.1 HOUJIANG ROAD, LUHE DISTRICT, CHENGQIAO
TOWN, NANJING CITY, JIANGSU
NANJING , JIANGSU
210000 CHINA

Container No./Seal/Size:

CAIU5819169/CN21646AM/45'
SEGU5837180/CN21635AM/45'
SEGU5867251/CN21631AM/45'

NO.1 HOUJIANG ROAD, LUHE DISTRICT, CHENGQIAO
TOWN, NANJING CITY, JIANGSU
NANJING , JIANGSU
210000 CHINA

Container No./Seal/Size:

CAIU5819169/CN21646AM/45'
SEGU5837180/CN21635AM/45'
SEGU5867251/CN21631AM/45'

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS STORES

PO#

SKU#

ITEM#

DEPT#

MASTER PACK

MADE IN CHINA

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. CNS-SHA-2402370

Maker/Supplier : SUMEC TEXTILE COMPANY LIMITED
 O/B PEM-AMERICA (HK) CO LIMITED
 Buyer/Consignee : CLOSEOUT DISTRIBUTION, LLC
 50 RAUSCH CREEK RD, TREMONT, PA 17981, USA
 Shipment From : SHANGHAI To: TREMONT, PA

Maker/Supplier's INVOICE No.
 SU8840844SV-2

Dated: October 02, 2024

Date of Receipt of Cargo
 October 09, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS STORES
 PO#
 SKU#
 ITEM#
 DEPT#
 MASTER PACK
 MADE IN CHINA

NOTIFY PARTY: GEODIS
 5101 S. BROAD STREET
 PHILADELPHIA, PA 19112-1404, U.S.A.
 ATTN: ALENA LAMINA
 ALSO NOTIFY: ED RAY 2020 LLC.
 1300 SOUTH MINT STREET SUITE 200
 CHARLOTTE NC 28203 USA
 TEL: 704-593-6329
 EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY

SHIPPER'S LOAD, COUNT AND SEAL
 SAID TO CONTAIN

CAIU5819169	SEAL# CN21646AM	45'	DRY
SEGU5837180	SEAL# CN21635AM	45'	DRY
SEGU5867251	SEAL# CN21631AM	45'	DRY

3PC JACQUARD COMFORTER SET
 PO#95606004

SHIP TO CODE & LOCATION : 00874-TREMONT, PA
 SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING
 MATERIAL

1,694 CARTONS 235.580 CBM 17,960.18 KGS

TOTAL : ONE THOUSAND SIX HUNDRED NINETY-FOUR (1,694) CARTONS
 ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "HMM HOPE" VOY NO. 055E DISCHARGED AT NEW YORK, NY
 SAILING ON / ABOUT October 13, 2024. CARGO RECEIVED ON October 9, 2024.

THIS IS NOT A DOCUMENT OF TITLE

The Goods and instructions are accepted and dealt with subject to the
 YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED Standard
 Trading Conditions printed reverse side. Forwarding instructions can only
 be cancelled or altered if the original of this document is surrendered to the
 Company and then only provided the Company is still in a position to
 comply with such cancellation or alteration. Instructions authorizing
 disposal by a third party can only be cancelled or altered if the original of
 this document is surrendered to the Company, and then only provided the
 Company have not yet received instructions under the original authority.
 The Company does not act as Carrier but a forwarding agent only.

No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1
 (Terms and conditions are to be continued to the reverse side hereof.)

SHANGHAI

October 15, 2024

(Place and date of issue.)
 YUSEN LOGISTICS

Yusen Logistics (China) Co., Ltd.

YUSEN LOGISTICS (中国) 有限公司

2024年10月15日

As Agent

(Authorized Signature)

VI

Yusen Logistics - Yusen Logistics - Yusen Logistics - Yusen Logistics - Yusen Logistics - Yusen Logistics - Yusen Logistics

**PO #****95606004**

Date Created 09/11/2024
 Version: 1
 Buyer: KNAPP, JENNIFER
 Do Not Ship Before: 09/30/2024
 Cancel if not Shipped by: 10/07/2024
 Must be Routed by: 09/09/2024
 Payment Terms: 2% Net 30 Days
 Freight Terms: Collect
 FOB: SHANGHAI , CN

See attached Terms and Conditions for additional Big Lots requirements.
 A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

TREMONT DC - #0874
 CLOSEOUT DISTRIBUTION, LLC
 50 RAUSCH CREEK RD
 TREMONT PA 17981-1734

Telephone: 570-695-2848 Fax: 570-695-2862

BILL TO

CLOSEOUT DISTRIBUTION, LLC
 4900 E. Dublin Granville Rd
 Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 553110

PEM-AMERICA (HK) CO LIMITED
 AARON KOPOLOW
 230 5TH AVE STE 200
 NEW YORK NY 10001-7914

Contact:
 Telephone: Fax
 E-Mail:

ADDITIONAL COMMENTS

24-11967

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units

Retail

Vendor Cost

IMU

6,723

OFFICE-COPY



OFFICE-COPY

IMPORTANT Terms and Conditions

PO#: 95606004

Page 2 of 7

These Purchase Order Terms and Conditions (these "Terms & Conditions") are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer's Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer's vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the "PO Terms"). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

"Affiliate" means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. "Control," including the terms "controlling," "controlled by" and "under common control with," for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

"Buyer" means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

"Buyer's Vendor Resource Website" means the site located at www.biglots.com/corporate/vendors.

"Goods" means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

"Purchase Order" or "PO" means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange ("EDI"), or otherwise.

"Ship", "Shipped", "Shipping", or "Shipment" means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

"Vendor" means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

"Vendor Manual" means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer's Vendor Resource Website and clicking "Routing and Compliance," or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer's commitment to purchase Goods arises only upon Buyer's issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a "DC"). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading ("BOL"), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer's DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer's inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer's inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer's right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor's representations, warranties or covenants, or any of Buyer's rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer's cancellation for convenience, Buyer's liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the "cancel if not shipped by date" in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor's expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor's cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer's rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits ("Return Costs"). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer's and its Affiliates' names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer's trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer's guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer's prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor's indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer's requirements. In addition, following Buyer's receipt of any demand, claim or action that may give rise to Buyer's right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer's sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes

title to those Goods referenced in the applicable PO. The per unit price of the Goods ordered under the applicable PO will be automatically reduced to account for all such excess or different Goods received by Buyer. A BOL in duplicate must accompany all Vendor invoices. A forwarding cargo receipt ("FCR"), packing list and certificate of product liability insurance must accompany Vendor's invoice and the PO number must appear on the FCR. Payments may be made by Buyer or a Buyer Affiliate on Buyer's behalf and will be paid in accordance with the Vendor Manual. Vendor and Buyer will have the right to verify the accuracy of amounts invoiced and paid for Goods within 180 days after Buyer's receipt of such Goods; provided that timeframes for instituting compliance disputes will be as set forth in the Vendor Manual ("Review Period"). After the Review Period, any payments made for the subject Goods will and will be deemed to conclusively reflect the actual amount owed to Vendor for such Goods, and neither Vendor nor Buyer will have the right to seek further payment or adjustment with respect to such Goods. Each party shall remain responsible (and hold the other party harmless) for its taxes, collection and reporting obligations resulting from the transactions covered by the PO Terms. For purposes of clarity, but without limiting the foregoing, Vendor acknowledges that it may have business activity, business privilege, commercial activity, gross receipts, income tax, license and reporting obligations where the receipt of revenue, or the benefit thereof, may be assigned, sourced, apportioned or allocated under applicable tax law. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate (s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading; and pre-pricing sticker approval sheet. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered.

10. Records, Audit and Certification. Vendor will keep complete and accurate books, records and documents relating to the subject matter of POs and Vendor's fulfillment of POs, including, without limitation those: (a) evidencing and detailing amounts charged; (b) regarding the Goods' origin, manufacture location, content, testing, and inspection; (c) regarding order receipt, fulfillment and Shipment of Goods; and (d) otherwise required by applicable law to be maintained ("Records"). Vendor will make the Records available to Buyer, either remotely or at Vendor's offices, at all reasonable times upon at least three (3) calendar days' prior written notice, for inspection, audit or reproduction by Buyer or its representative. Vendor will promptly pay Buyer for any overcharges made by Vendor that are disclosed by such audit. In addition, Buyer, itself or through its representative, has the right to inspect Vendor's, and Vendor's contractors' facilities, warehouses and manufacturing plants at all reasonable times upon at least three (3) calendar days' prior written notice. Vendor agrees, at Vendor's cost, to subscribe to and be a part of Buyer's risk management process as part of onboarding process with Buyer and agrees to comply with the requirements thereof. Vendor agrees to comply with all of Buyer's vendor ongoing compliance program(s) operated by Buyer (or an agent of Buyer) and Vendor will promptly provide such information as reasonably required from time to time in accordance with such programs. Vendor acknowledges that if it fails Buyer's compliance program requirements, it will be deemed a breach of these Terms & Conditions and Buyer may terminate any or all POs with Vendor without liability.

11. Recalls. A "Recall" is any recall of, or corrective action involving, Goods that is: (a) required by the United States Consumer Product Safety Commission ("CPSC") or other relevant governmental agency, applicable law, or in Buyer's commercially reasonable judgment; (b) agreed upon between Buyer and Vendor; (c) instituted voluntarily by Vendor; or (d) instituted by Buyer because Buyer has reason to believe the subject Goods are (i) defective, dangerous, or incomplete; (ii) infringe upon Buyer's or a third party's intellectual property rights; or (iii) are not in compliance with applicable laws or regulations. In the event of a Recall, Buyer reserves the right to, at Buyer's option: (w) use reasonable means to remove the Goods that are subject to a Recall ("Recalled Goods") from sale; (x) correct the condition necessitating the Recall through relabeling, repackaging or other corrective action as Buyer deems appropriate; (y) return the Recalled Goods to Vendor; or (z) dispose of the Recalled Goods in a manner Buyer deems appropriate. Vendor will be liable for all costs and expenses arising from or related to such Recall, including, without limitation Return Costs, Disposal Costs, Buyer's own and third-party labor costs, lost profits and other costs and expenses incurred in taking the actions stated in Sections 11(w), (x), (y) and/or (z) above. When effectuating a Recall, Buyer reserves the right to, at Buyer's option, include in the Recall all Goods bearing the SKU or UPC of the Recalled Goods, regardless of date code, lot code or expiration date. Vendor will provide Buyer with no less than 24-hours written notice prior to the public announcement of any Recall or safety-related issues in connection with the Goods to the extent permitted by applicable law. Such notification shall include, without limitation, all of Vendor's item numbers affected by the Recall or safety related issue, expected inventory levels affected, and a detailed description of the nature of the public announcement.

The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

changes may require Vendor, at its cost, to relabel or repack such non-Recalled Goods.

12. Confidentiality. Subject to the provisions of any confidentiality, non-disclosure or similar agreement executed by Buyer and Vendor, which agreement will control over the terms of this Section 12 and is incorporated herein by this reference, Vendor may not disclose to a third party or take or use for its own purposes or the purposes of others, any of Buyer's trade secrets, proprietary information, data or materials, or any other information Buyer reasonably considers to be confidential ("Buyer's Confidential Information"). "Buyer's Confidential Information" includes, without limitation, the PO Terms and the price paid for Goods. Vendor may disclose Buyer's Confidential Information: (a) to its contractors only to the extent necessary to enable Vendor to perform its obligations under the PO Terms only if such contractors are bound by confidentiality obligations sufficient to protect Buyer's Confidential Information in accordance with the terms of this Section 12; and (b) to the extent required by court order, subpoena or applicable law with, if permitted by applicable law, prior notice to Buyer.

13. Warranties. Vendor warrants that: (a) all Goods, and the design, production, manufacture, importation, distribution, transportation, labeling, packaging, pricing and sale of all Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with Goods, shall be in accordance with, comply with, and where required, be registered under, all applicable laws, rules, regulations, standards, codes, orders, directives, judicial and administrative decisions, and ordinances, whether now in force or hereinafter enacted, of the country of origin, the country of transit, the United States of America ("USA"), and each state or subdivision thereof, and any agency or entity of the foregoing, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and other substantially similar federal, state or local laws, as amended, those related to environmental protection, labor, health, consumer product safety, agriculture, food and drug, and the regulations promulgated under such laws ("Laws") and that Vendor complies, and will comply at all times, with all other applicable laws in the operation of Vendor's business; (b) none of the articles of food Shipped or sold by Vendor are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, the Nutrition Labeling and Education Act of 1991, as amended, and the Food Safety Modernization Act, as amended; (c) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and Shipping Goods comply with all Laws; (d) it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised, and used: (i) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents; and (ii) in a manner that assures the safety of the representatives, patrons, and customers of Buyer and consumers of the Good; (e) the Goods are in new, good and saleable condition; and (f) the Goods are manufactured in the country of origin stated on the commercial documents required for customs entry. Vendor will regularly have independent tests performed on all Goods prior to Shipping to ensure compliance with the PO Terms, including, without limitation, the provisions of this Section 13. Vendor will provide Big Lots with copies of: (y) any and all test reports, Safety Data Sheet (SDS) information, Proposition 65 product information, ingredient information, and any information Big Lots' deems necessary to comply, or support its compliance with, any Laws; and (z) upon Big Lots' request, signed copies of any and all license agreements relating to the Goods. Vendor acknowledges and agrees that it will be a breach of warranty if any Goods are in violation of any Laws at any time, including after the sale of such Goods by Vendor to Buyer. The parties agree that no personal identifiable information, as defined under California Consumer Privacy Act, 2018, as updated from time to time ("PII") will be shared or provided under this PO Terms. In the event Vendor receives any PII, Vendor shall forthwith notify Buyer of the same and use best efforts to remove such PII and comply with applicable privacy laws. In the event Goods fail to comply with the warranties set forth in the PO Terms at any time, Vendor agrees that it will immediately notify Buyer and take all measures to identify the Goods that are or may be affected. The PO Terms are not intended to and will not negate or replace any of, but will supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity.

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or

securing the performance of a routine government action; (ii) obtaining, retaining or directing any business; or (iii) securing an improper business advantage. Vendor will provide Buyer such information and further written certifications as Buyer may request from time-to-time to assist Buyer's efforts to assure compliance with Anti-corruption Laws. Vendor specifically agrees to comply at all times with (a) all applicable laws prohibiting child labor, prison labor, indentured labor or bonded labor, (b) all applicable laws pertaining to safe and healthy workplaces and working conditions, (c) all applicable laws pertaining to minimum wage, maximum work periods, and the payment of overtime, and (f) all environmental laws applicable to the Goods.

15. Indemnification. Vendor shall indemnify, defend (at Buyer's sole option) and hold harmless Buyer, its Affiliates, and their respective officers, directors, contractors, employees and agents, from and against any and all liabilities, obligations, penalties, fines, judgments, settlements, damages, losses, deficiencies, interest, fees, costs, expenses, incidents, demands, claims and/or suits, whether actual or alleged, including, without limitation, attorneys' fees, court costs, and expert witness fees, including those fees, costs and expenses incurred in enforcing Buyer's rights under the PO Terms, whether in connection with a breach of the PO Terms or otherwise ("Losses"), arising from or related to: (a) the acts or omissions of Vendor, its Affiliates or contractors, or their respective contractors, employees, or agents; (b) Recall of the Goods; (c) personal injury or property damage resulting from any actions or inactions of Vendor, or from the manufacture, storage, movement, use or consumption of the Goods; (d) breach of Vendor's warranties or a term of the PO Terms; (e) infringement of a third party's intellectual property or proprietary rights, including, but not limited to, trade names, trademarks, trade dress, trade secrets, patents and copyrights, in connection with the use, manufacture, distribution, description, advertising, marketing sale or offer for sale of the Goods; and (f) an employment related claim brought by an employee, agent or contractor of Vendor, its Affiliates, or a Vendor contractor.

16. Insurance. Vendor will, at its own expense, procure and maintain, at a minimum, the types and amounts of insurance coverage described in the Big Lots Certificate of Insurance and Indemnification Policy, the most current version of which can be obtained by visiting Buyer's Vendor Resource Website and clicking "Routing and Compliance," or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance. The insurance companies issuing the policies must: (a) have Standard & Poor's rating of BBB or better or A.M. Best's rating of A-VII or better; and (b) be licensed to operate in the country from where the subject Good is sold and invoiced to Buyer, and have an extensive North American presence. Prior to the first PO being issued, annually thereafter (within sixty (60) days after policy renewal), and at any other time upon Buyer's request, Vendor will provide Buyer with certificates of insurance ("COI") signed by an authorized representative of the insurance carrier evidencing the required insurance coverages (unless lower coverage limits are agreed upon in writing by an officer of Buyer). In addition, upon Buyer's request, Vendor will provide Buyer with copies of the actual endorsements and/or policies. With the exception of workers' compensation, the COI must show a broad form vendor's endorsement or name "Big Lots, Inc. and all of its direct and indirect subsidiaries and affiliates" as an additional insured. The policies must: (i) respond as primary coverage and non-contributory to any other insurance policy available to Buyer; (ii) not contain any exclusion, limitation or endorsement that restricts or limits applicable liability coverage; (iii) provide for the investigation, defense, and satisfaction (by settlement or otherwise), at no cost to Buyer, of any Losses incurred by Buyer; and (iv) provide that the insurance companies issuing the policies will notify Buyer at least thirty (30) days prior to any policy cancellation or modification. Vendor will bear its own insurance and insurance-related expenses and Vendor's liability will not be limited to its insurance coverage.

17. Cumulative Remedies. Each of Buyer's rights and remedies under the PO Terms is cumulative and in addition to any other rights and remedies provided at law, in equity, elsewhere in the PO Terms, or otherwise, including, without limitation, the Uniform Commercial Code.

18. Force Majeure. Buyer may delay delivery or acceptance of any or all Goods, or cancel any PO in the event that such delay or cancellation is due to causes beyond Buyer's reasonable control. In such case, Buyer will not be liable to Vendor for any amount except to pay for the unit cost of Goods that are fully delivered and accepted by Buyer, subject to Buyer's right to offset and withhold payment as provided in Section 9 of these Terms & Conditions.

19. Use of Goods; Content & Marks. Vendor is not permitted to use Buyer's, or Buyer's Affiliates', names, trademarks, trade names, logos or service marks in any marketing, advertising or publicity without the prior written consent of B buyer's Chief Executive Officer, Chief Financial Officer, or General Counsel, which consent may be given or withheld in Buyer's sole and absolute discretion. Vendor hereby grants to Buyer the royalty-free, sublicensable, worldwide right to use the Goods and Vendor Content in or related to Buyer's retail

operations, both brick and mortar and eCommerce. "Vendor Content" means text, graphics, names, marks, images, audio or digital files, audio-visual content and all other data, information, marketing and promotional materials and content in any medium, and all copyrights, logos, trademarks, service marks, trade names, and other intellectual property rights therein or related to the Goods.

20. Assignment & Subcontracting. Vendor will not assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms), voluntarily or involuntarily, by operation of law, or in any other manner,

without the prior written consent of an officer of Buyer. Any purported assignment or delegation made without this consent is void. Buyer may assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms) to an Affiliate or to any other party in Buyer's sole discretion. In the event Buyer assigns the entire PO Terms to another party, Buyer will have no further obligation to Vendor under the PO Terms and Vendor hereby consents that Buyer's assignment will constitute a novation. Buyer's payment to Vendor constitutes payment for Goods, services, equipment or other deliverables provided by any subcontractor of Vendor or Vendor's agents or representatives. Vendor remains fully responsible and liable to Buyer for the acts and omissions of its subcontractors and performance of all Vendor's duties and obligations under the PO Terms.

21. Governing Law; Venue; Jury Waiver; and Arbitration. The laws of the State of Ohio, without application of conflicts of law principles, govern the PO Terms and all matters arising out of or related to the PO Terms. Each party hereby irrevocably agrees that any disagreement, dispute, action, controversy or claim with respect to: (a) the validity of the PO Terms; (b) breach of the PO Terms; or (c) otherwise arising out of, or in relation to the PO Terms, a PO, or any agreement in which either is incorporated ("Dispute"), will be brought in the state or federal courts located in Franklin County, Ohio, and hereby expressly submits to the personal jurisdiction and venue of such courts for purposes thereof and expressly waives all claims of improper venue and all claims that such courts are an inconvenient forum. The parties hereby agree to waive a trial by jury with respect to Disputes. Any Dispute may, in Buyer's sole and absolute discretion, be settled by binding arbitration by an arbitration service of Buyer's choice, in accordance with the laws of the state of Ohio governing voluntary arbitrations. The location of such arbitration will be in Columbus, Ohio. Discovery will be permitted as provided by applicable state law or as the parties may otherwise mutually agree. The parties may also mutually elect to seek mediation as an alternative precursor to arbitration. If the PO Terms govern an international transaction, the applicable state law regarding the arbitration of international disputes will apply. The arbitrator will agree to conduct proceedings under the laws relating to arbitration cited above, or such other rules to which the parties mutually agree. The United Nations Convention on Contracts for the International Sale of Goods shall have no application to this Agreement or actions hereunder or contemplated hereby.

22. Severability. Provisions of the PO Terms will be interpreted to be valid and enforceable under applicable law; provided, however, that if any provision is held invalid or unenforceable, such provision will not invalidate the PO Terms. The PO Terms' remaining provisions will stay in effect and be enforced to the fullest extent permitted by law.

23. Entire Agreement. The PO Terms constitute the entire agreement between the parties and supersede all previous agreements, written or oral, between the parties with respect to the subject matter hereof. The PO Terms may not be modified by course of dealing, course of performance, or any oral communication between Buyer and Vendor. The PO Terms may only be modified by, and a waiver will be effective only if set forth in, a written instrument that references the PO Terms, expressly describes the terms herein to be modified, and is signed by a representative of Vendor and an officer of Buyer. Without limiting the generality of the foregoing, no term or condition of any document issued by Vendor, including, without limitation, invoices, sales acknowledgments, or other similar documents, will constitute a modification of or addition to the PO Terms and will have no force or effect and are hereby rejected. The Vendor Guide as in effect from time to time is made a part hereof and is expressly incorporated herein. In the event of any conflict between the any terms and conditions or any other document of Vendor, Vendor Guide and these PO Terms, the PO Terms is binding to the extent of such conflicts. Vendor will comply with (a) applicable industry standards with respect to privacy and data security relating Buyer's Confidential Information and (b) applicable privacy and security laws ("Privacy Policy"). Any updates to the Vendor Guide or the Privacy Policy immediately take effect and are binding on the parties.

24. No Third-Party Beneficiaries. Certain sections of the PO Terms are for the benefit of Buyer's Affiliates. As a result, any of Buyer's Affiliates may enforce the PO Terms. Except for Buyer's Affiliates, the PO Terms do not create any enforceable rights by anyone other than Buyer and Vendor.

25. LIMITATION OF LIABILITY. EXCEPT IN THE CASE OF GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, BUYER WILL NOT BE LIABLE TO VENDOR OR ITS AFFILIATES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, AND ANY LOSS OF USE, REVENUE, GOODWILL, OPPORTUNITY OR DATA, IN CONNECTION WITH THE PO TERMS, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND, AND REGARDLESS OF WHETHER BUYER WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW, OF THE POSSIBILITY OF LIABILITY.

26. Acceptance of PO Terms. Vendor agrees to and accepts all of the terms and conditions in the PO Terms by doing any of the following: (a) acknowledging or accepting a PO; (b) acknowledging or agreeing to the PO Terms through Buyer's EDI process, by click-through, click to accept, or otherwise; (c) signing these Terms & Conditions; (d) Shipping any portion of the Goods referenced in a PO or otherwise fulfilling any portion of its obligations under a PO; or (e) accepting any complete or partial payment for the Goods, transportation of the Goods, or otherwise in connection with a PO or the Goods, or by any other means of acceptance recognized at law or in equity.



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IMPORTANT Terms and Conditions

PO#: 95606004

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AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

350	810700436	3 PC JACQUARD CMFTR	0.00	CN	3		1,944			11/11/2024
35016	CS4162GNFQ-43	HmEvCmfSet			3		648			
35016005	Broyhill	CLOSEOUT	005							
1	481070043607		GRM	6.758	A1					
350	810700466	3 PC JACQUARD COMFT	0.00	CN	3		762			11/11/2024
35016	CS4162TNFQ-43	HmEvCmfSet			3		254			
35016005	Broyhill	CLOSEOUT	005							
2	481070046608		GRM	6.758	A1					
350	810700438	3 PC JACQUARD COMFT	0.00	CN	3		615			11/11/2024
35016	CS4162TNFQ-43	HmEvCmfSet			3		205			
35016005	Broyhill	CLOSEOUT	005							
3	481070043805		GRM	6.758	A1					
350	810700465	3 PC JACQUARD COMFT	0.00	CN	3		762			11/11/2024
35016	CS4162WTFQ-43	HmEvCmfSet			3		254			
35016005	Broyhill	CLOSEOUT	005							
4	481070046509		GRM	6.758	A1					
350	810700437	3 PC JACQUARD COMFT	0.00	CN	3		1,080			11/11/2024
35016	CS4162GNKG-43	HmEvCmfSet			3		360			
35016005	Broyhill	CLOSEOUT	005							
5	481070043706		GRM	7.492	A1					
350	810700439	3 PC JACQUARD COMFT	0.00	CN	3		504			11/11/2024
35016	CS4162TNKG-43	HmEvCmfSet			3		168			
35016005	Broyhill	CLOSEOUT	005							
6	481070043904		GRM	7.492	A1					



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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

350	810700434	3 PC JACQUARD COMFT	0.00	CN	3		492			11/11/2024
35016	CS4162GRKG-43	HmEvCmfSet			3		164			
35016005	Broyhill	CLOSEOUT	005							
7	481070043409		GRM	7.492	A1					
350	810700435	3 PC JACQUARD COMFT	0.00	CN	3		564			11/11/2024
35016	CS4162WTKG-43	HmEvCmfSet			3		188			
35016005	Broyhill	CLOSEOUT	005							
8	481070043508		GRM	7.492	A1					

PEM-AMERICA (H.K.) CO.

Seller reference

FLAT 3103, 31/F, SUNSHINE PLAZE, 353 LOCKHART ROAD, WANCHAI, HONG KONG

INVOICE**Invoice No.:** SU8841384SV-2**Invoice Date.:** November 05, 2024**Sold To:** DURANT DC, LLC
2306 ENTERPRISE DR
DURANT, OK 74701
USA**Delivery To:** 2306 ENTERPRISE DR
DURANT, OK 74701
USA**Shipment Terms:** FOB SHANGHAI**Payment Term / OAT #(Open Account Transaction):****Country of Origin:** CHINA**L/C Number:** TT**Vessel / Voyage:** MSC RIFAYA / 444N**Port of Loading:** SHANGHAI**Ship on or about:** November 09, 2024**Port of Entry:** LONG BEACH, CA**Destination:** DURANT, OK**Container Number (Factory Load) :** MRKU0744222, MSKU6629486

Cargo Description	Quantity (Unit)	Unit Price (USD)	Total Amount (USD)
P/O No.: 95606005 SKU No.: 810700434 3PC COMFORTER SET HTS Code.: 9404409022 3 PC JACQUARD CMFTR KG SUK : 810700434 UNITE PRICE COLOR : GREY 1PC X QUILT 2PCS X SHAM	No. of Pallet:		4,859.400
P/O No.: 95606005 SKU No.: 810700435 3PC COMFORTER SET HTS Code.: 9404409022 3 PC JACQUARD CMFTR KG SUK : 810700435 UNITE PRICE COLOR : WHITE 1PC X QUILT 2PCS X SHAM	No. of Pallet:		5,607.000
P/O No.: 95606005 SKU No.: 810700436 3PC COMFORTER SET HTS Code.: 9404409022 3 PC JACQUARD CMFTR FQ SUK : 810700436 UNITE PRICE COLOR : GREEN 1PC X QUILT 2PCS X SHAM	No. of Pallet:		5,141.400
P/O No.: 95606005 SKU No.: 810700438 3PC COMFORTER SET	No. of Pallet:		5,328.360

HTS Code.: 9404409022

3 PC JACQUARD CMFTR FQ
 SUK : 810700438 UNITE PRICE
 COLOR : GREY
 1PC X QUILT
 2PCS X SHAM

P/O No.: 95606005

SKU No.: 810700439

3PC COMFORTER SET

No. of Pallet:

HTS Code.: 9404409022

3 PC JACQUARD CMFTR KG
 SUK : 810700439 UNITE PRICE
 COLOR : TAN
 1PC X QUILT
 2PCS X SHAM

P/O No.: 95606005

SKU No.: 810700465

3PC COMFORTER SET

No. of Pallet:

HTS Code.: 9404409022

3 PC JACQUARD CMFTR FQ
 SUK : 810700465 UNITE PRICE
 COLOR : WHITE
 1PC X QUILT
 2PCS X SHAM

P/O No.: 95606005

SKU No.: 810700466

3PC COMFORTER SET

No. of Pallet:

HTS Code.: 9404409022

3 PC JACQUARD CMFTR FQ
 SUK : 810700466 UNITE PRICE
 COLOR : TAN
 1PC X QUILT
 2PCS X SHAM

Manufacturer Name & Address

SUMEC STAR TEXTILES CO., LTD
 NO.1 HOUJIANG ROAD,LUHE DISTRICT,CHENGQIAO TOWN,NANJING CITY, JIANGSU
 NANJING, JIANGSU
 210000, CHINA

Total:	(760 CTNS)	2,280	37,214.040
TOTAL (USD) DOLLARS : THIRTY-SEVEN THOUSAND TWO HUNDRED FOURTEEN AND CENTS FOUR ONLY.			

DIP NUMBER IS DIP-24-11967

Consolidator(Full Name & Address)

SUMEC STAR TEXTILES CO., LTD
 NO.1 HOUJIANG ROAD,LUHE DISTRICT,CHENGQIAO
 TOWN,NANJING CITY, JIANGSU
 NANJING , JIANGSU
 210000 CHINA

Container No./Seal/Size:

MRKU0744222/CN7257239/40'

MSKU6629486/CN7257250/40'

Container Stuffing Location(Full Name & Address)

SUMEC STAR TEXTILES CO., LTD
 NO.1 HOUJIANG ROAD,LUHE DISTRICT,CHENGQIAO
 TOWN,NANJING CITY, JIANGSU
 NANJING , JIANGSU
 210000 CHINA

Container No./Seal/Size:

MRKU0744222/CN7257239/40'

MSKU6629486/CN7257250/40'

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS STORES

PO#

SKU#

ITEM#

DEPT#

FLAT 3103, 31/F, SUNSHINE PLAZE, 353 LOCKHART ROAD, WANCHAI, HONG KONG

PACKING LIST

Invoice No.: SU8841384SV-2

Invoice Date.: November 05, 2024

Sold To: DURANT DC, LLC
2306 ENTERPRISE DR
DURANT, OK 74701
USA

Delivery To: 2306 ENTERPRISE DR
DURANT, OK 74701
USA

Shipment Terms: FOB SHANGHAI

Payment Term / OAT #(Open Account Transaction):

Country of Origin: CHINA

L/C Number: TT

Vessel / Voyage: MSC RIFAYA / 444N

Port of Loading: SHANGHAI

Ship on or about: November 09, 2024

Port of Entry: LONG BEACH, CA

Destination: DURANT, OK

Container Number (Factory Load) : MRKU0744222, MSKU6629486

Cargo Description	Quantity (Unit)	Net Weight (KGS)	Gross Weight (KGS)	CBM
P/O No.: 95606005		955.50	1,038.31	13.770
SKU No.: 810700434				
3PC COMFORTER SET				
HTS Code.: 9404409022				
3 PC JACQUARD CMFTR KG SUK : 810700434 UNITE PRICE COLOR : GREY 1PC X QUILT 2PCS X SHAM				
P/O No.: 95606005		1,102.50	1,198.05	15.890
SKU No.: 810700435				
3PC COMFORTER SET				
HTS Code.: 9404409022				
3 PC JACQUARD CMFTR KG SUK : 810700435 UNITE PRICE COLOR : WHITE 1PC X QUILT 2PCS X SHAM				
P/O No.: 95606005		1,023.00	1,116.50	14.540
SKU No.: 810700436				
3PC COMFORTER SET				
HTS Code.: 9404409022				
3 PC JACQUARD CMFTR FQ SUK : 810700436 UNITE PRICE COLOR : GREEN 1PC X QUILT 2PCS X SHAM				

P/O No.: 95606005			1,060.20	15.070
SKU No.: 810700438				
3PC COMFORTER SET	No. of Pallet:			
HTS Code.: 9404409022				
3 PC JACQUARD CMFTR FQ SUK : 810700438 UNITE PRICE COLOR : GREY 1PC X QUILT 2PCS X SHAM				
P/O No.: 95606005			609.00	8.780
SKU No.: 810700439				
3PC COMFORTER SET	No. of Pallet:			
HTS Code.: 9404409022				
3 PC JACQUARD CMFTR KG SUK : 810700439 UNITE PRICE COLOR : TAN 1PC X QUILT 2PCS X SHAM				
P/O No.: 95606005			1,311.30	18.640
SKU No.: 810700465				
3PC COMFORTER SET	No. of Pallet:			
HTS Code.: 9404409022				
3 PC JACQUARD CMFTR FQ SUK : 810700465 UNITE PRICE COLOR : WHITE 1PC X QUILT 2PCS X SHAM				
P/O No.: 95606005		EA	1,311.30	18.640
SKU No.: 810700466		CTNS		
3PC COMFORTER SET	No. of Pallet:			
HTS Code.: 9404409022				
3 PC JACQUARD CMFTR FQ SUK : 810700466 UNITE PRICE COLOR : TAN 1PC X QUILT 2PCS X SHAM				
Total:		(760 CTNS)	2,280	7,372.80 8,034.04 105.330

Consolidator(Full Name & Address)

SUMEC STAR TEXTILES CO., LTD
NO.1 HOUJIANG ROAD,LUHE DISTRICT,CHENGQIAO
TOWN,NANJING CITY, JIANGSU
NANJING , JIANGSU
210000 CHINA
Container No./Seal/Size:
MRKU0744222/CN7257239/40'
MSKU6629486/CN7257250/40'

Container Stuffing Location(Full Name & Address)

SUMEC STAR TEXTILES CO., LTD
NO.1 HOUJIANG ROAD,LUHE DISTRICT,CHENGQIAO
TOWN,NANJING CITY, JIANGSU
NANJING , JIANGSU
210000 CHINA
Container No./Seal/Size:
MRKU0744222/CN7257239/40'
MSKU6629486/CN7257250/40'

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS STORES
PO#
SKU#

ITEM#
DEPT#
MASTER PACK
MADE IN CHINA

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-SHA-2402519**

Maker/Supplier : **SUMEC TEXTILE COMPANY LIMITED**
O/B PEM-AMERICA (HK) CO LIMITED
 Buyer/Consignee : **DURANT DC, LLC**
2306 ENTERPRISE DR, DURANT, OK 74701, USA
 Shipment From : **SHANGHAI** To: **DURANT, OK**

Maker/Supplier's INVOICE No.
SU8841384SV-2

Dated: **November 05, 2024**

Date of Receipt of Cargo
November 06, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
--------------	---------------	---------------------------------	--------------------	---------------

BIG LOTS STORES
PO#
SKU#
ITEM#
DEPT#
MASTER PACK
MADE IN CHINA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA
ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY

SHIPPER'S LOAD, COUNT AND SEAL

SAID TO CONTAIN

MRKU0744222

SEAL# CN7257239

40' DRY

MSKU6629486

SEAL# CN7257250

40' DRY

3PC JACQUARD-COMFORTER-SET
PO#95606005

SHIP TO CODE & LOCATION : 00879-DURANT, OK
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING MATERIAL

760 CARTONS**105.330 CBM****8,034.04 KGS****TOTAL : SEVEN HUNDRED SIXTY (760) CARTONS ONLY****"FREIGHT COLLECT"**

SHIPMENT PER S.S. "MSC RIFAYA" VOY NO. 444N DISCHARGED AT LONG BEACH, CA
SAILING ON / ABOUT November 9, 2024. CARGO RECEIVED ON November 6, 2024.

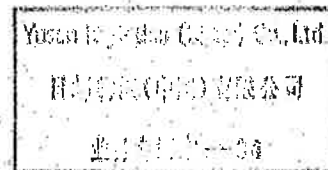
THIS IS NOT A DOCUMENT OF TITLE

The Goods and instructions are accepted and dealt with subject to the YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.

No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1
(Terms and conditions are to be continued to the reverse side hereof.)

SHANGHAI**November 6, 2024**

(Place and date of issue.)

YUSEN LOGISTICS

As Agent

(Authorized Signature)

VI

Yusen Logistics - Yusen Logistics - Yusen Logistics - Yusen Logistics - Yusen Logistics - Yusen Logistics - Yusen Logistics

**PO #****95606005**

Date Created 09/11/2024
 Version: 1
 Buyer: KNAPP, JENNIFER
 Do Not Ship Before: 09/30/2024
 Cancel if not Shipped by: 10/07/2024
 Must be Routed by: 09/09/2024
 Payment Terms: 2% Net 30 Days
 Freight Terms: Collect
 FOB: SHANGHAI , CN

See attached Terms and Conditions for additional Big Lots requirements.
 A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

DURANT DC - #0879
 DURANT DC, LLC
 2306 ENTERPRISE DR
 DURANT OK 74701-1964

Telephone: 580-931-2100 Fax: 580-931-2197

BILL TO

DURANT DC, LLC
 4900 E. Dublin Granville Rd
 Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 553110

PEM-AMERICA (HK) CO LIMITED
 AARON KOPOLOW
 230 5TH AVE STE 200
 NEW YORK NY 10001-7914

Contact:
 Telephone: Fax
 E-Mail:

ADDITIONAL COMMENTS

24-11967

Vendor Signature _____
 Signee's Name _____
 Title _____
 Date _____

Units	Retail	Vendor Cost	IMU
			59.265

OFFICE-COPY



OFFICE-COPY

IMPORTANT Terms and Conditions

PO#: 95606005

Page 2 of 7

These Purchase Order Terms and Conditions (these "Terms & Conditions") are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer's Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer's vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the "PO Terms"). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

"Affiliate" means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. "Control," including the terms "controlling," "controlled by" and "under common control with," for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

"Buyer" means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

"Buyer's Vendor Resource Website" means the site located at www.biglots.com/corporate/vendors.

"Goods" means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

"Purchase Order" or "PO" means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange ("EDI"), or otherwise.

"Ship", "Shipped", "Shipping", or "Shipment" means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

"Vendor" means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

"Vendor Manual" means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer's Vendor Resource Website and clicking "Routing and Compliance," or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer's commitment to purchase Goods arises only upon Buyer's issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a "DC"). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading ("BOL"), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer's DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer's inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer's inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer's right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor's representations, warranties or covenants, or any of Buyer's rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer's cancellation for convenience, Buyer's liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the "cancel if not shipped by date" in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor's expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor's cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer's rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits ("Return Costs"). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer's and its Affiliates' names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer's trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer's guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer's prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor's indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer's requirements. In addition, following Buyer's receipt of any demand, claim or action that may give rise to Buyer's right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer's sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes

title to those Goods referenced in the applicable PO. The per unit price of the Goods ordered under the applicable PO will be automatically reduced to account for all such excess or different Goods received by Buyer. A BOL in duplicate must accompany all Vendor invoices. A forwarding cargo receipt ("FCR"), packing list and certificate of product liability insurance must accompany Vendor's invoice and the PO number must appear on the FCR. Payments may be made by Buyer or a Buyer Affiliate on Buyer's behalf and will be paid in accordance with the Vendor Manual. Vendor and Buyer will have the right to verify the accuracy of amounts invoiced and paid for Goods within 180 days after Buyer's receipt of such Goods; provided that timeframes for instituting compliance disputes will be as set forth in the Vendor Manual ("Review Period"). After the Review Period, any payments made for the subject Goods will and will be deemed to conclusively reflect the actual amount owed to Vendor for such Goods, and neither Vendor nor Buyer will have the right to seek further payment or adjustment with respect to such Goods. Each party shall remain responsible (and hold the other party harmless) for its taxes, collection and reporting obligations resulting from the transactions covered by the PO Terms. For purposes of clarity, but without limiting the foregoing, Vendor acknowledges that it may have business activity, business privilege, commercial activity, gross receipts, income tax, license and reporting obligations where the receipt of revenue, or the benefit thereof, may be assigned, sourced, apportioned or allocated under applicable tax law. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate (s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading; and pre-pricing sticker approval sheet. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered.

10. Records, Audit and Certification. Vendor will keep complete and accurate books, records and documents relating to the subject matter of POs and Vendor's fulfillment of POs, including, without limitation those: (a) evidencing and detailing amounts charged; (b) regarding the Goods' origin, manufacture location, content, testing, and inspection; (c) regarding order receipt, fulfillment and Shipment of Goods; and (d) otherwise required by applicable law to be maintained ("Records"). Vendor will make the Records available to Buyer, either remotely or at Vendor's offices, at all reasonable times upon at least three (3) calendar days' prior written notice, for inspection, audit or reproduction by Buyer or its representative. Vendor will promptly pay Buyer for any overcharges made by Vendor that are disclosed by such audit. In addition, Buyer, itself or through its representative, has the right to inspect Vendor's, and Vendor's contractors' facilities, warehouses and manufacturing plants at all reasonable times upon at least three (3) calendar days' prior written notice. Vendor agrees, at Vendor's cost, to subscribe to and be a part of Buyer's risk management process as part of onboarding process with Buyer and agrees to comply with the requirements thereof. Vendor agrees to comply with all of Buyer's vendor ongoing compliance program(s) operated by Buyer (or an agent of Buyer) and Vendor will promptly provide such information as reasonably required from time to time in accordance with such programs. Vendor acknowledges that if it fails Buyer's compliance program requirements, it will be deemed a breach of these Terms & Conditions and Buyer may terminate any or all POs with Vendor without liability.

11. Recalls. A "Recall" is any recall of, or corrective action involving, Goods that is: (a) required by the United States Consumer Product Safety Commission ("CPSC") or other relevant governmental agency, applicable law, or in Buyer's commercially reasonable judgment; (b) agreed upon between Buyer and Vendor; (c) instituted voluntarily by Vendor; or (d) instituted by Buyer because Buyer has reason to believe the subject Goods are (i) defective, dangerous, or incomplete; (ii) infringe upon Buyer's or a third party's intellectual property rights; or (iii) are not in compliance with applicable laws or regulations. In the event of a Recall, Buyer reserves the right to, at Buyer's option: (w) use reasonable means to remove the Goods that are subject to a Recall ("Recalled Goods") from sale; (x) correct the condition necessitating the Recall through relabeling, repackaging or other corrective action as Buyer deems appropriate; (y) return the Recalled Goods to Vendor; or (z) dispose of the Recalled Goods in a manner Buyer deems appropriate. Vendor will be liable for all costs and expenses arising from or related to such Recall, including, without limitation Return Costs, Disposal Costs, Buyer's own and third-party labor costs, lost profits and other costs and expenses incurred in taking the actions stated in Sections 11(w), (x), (y) and/or (z) above. When effectuating a Recall, Buyer reserves the right to, at Buyer's option, include in the Recall all Goods bearing the SKU or UPC of the Recalled Goods, regardless of date code, lot code or expiration date. Vendor will provide Buyer with no less than 24-hours written notice prior to the public announcement of any Recall or safety-related issues in connection with the Goods to the extent permitted by applicable law. Such notification shall include, without limitation, all of Vendor's item numbers affected by the Recall or safety related issue, expected inventory levels affected, and a detailed description of the nature of the public announcement.

The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

changes may require Vendor, at its cost, to relabel or repack such non-Recalled Goods.

12. Confidentiality. Subject to the provisions of any confidentiality, non-disclosure or similar agreement executed by Buyer and Vendor, which agreement will control over the terms of this Section 12 and is incorporated herein by this reference, Vendor may not disclose to a third party or take or use for its own purposes or the purposes of others, any of Buyer's trade secrets, proprietary information, data or materials, or any other information Buyer reasonably considers to be confidential ("Buyer's Confidential Information"). "Buyer's Confidential Information" includes, without limitation, the PO Terms and the price paid for Goods. Vendor may disclose Buyer's Confidential Information: (a) to its contractors only to the extent necessary to enable Vendor to perform its obligations under the PO Terms only if such contractors are bound by confidentiality obligations sufficient to protect Buyer's Confidential Information in accordance with the terms of this Section 12; and (b) to the extent required by court order, subpoena or applicable law with, if permitted by applicable law, prior notice to Buyer.

13. Warranties. Vendor warrants that: (a) all Goods, and the design, production, manufacture, importation, distribution, transportation, labeling, packaging, pricing and sale of all Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with Goods, shall be in accordance with, comply with, and where required, be registered under, all applicable laws, rules, regulations, standards, codes, orders, directives, judicial and administrative decisions, and ordinances, whether now in force or hereinafter enacted, of the country of origin, the country of transit, the United States of America ("USA"), and each state or subdivision thereof, and any agency or entity of the foregoing, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and other substantially similar federal, state or local laws, as amended, those related to environmental protection, labor, health, consumer product safety, agriculture, food and drug, and the regulations promulgated under such laws ("Laws") and that Vendor complies, and will comply at all times, with all other applicable laws in the operation of Vendor's business; (b) none of the articles of food Shipped or sold by Vendor are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, the Nutrition Labeling and Education Act of 1991, as amended, and the Food Safety Modernization Act, as amended; (c) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and Shipping Goods comply with all Laws; (d) it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised, and used: (i) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents; and (ii) in a manner that assures the safety of the representatives, patrons, and customers of Buyer and consumers of the Good; (e) the Goods are in new, good and saleable condition; and (f) the Goods are manufactured in the country of origin stated on the commercial documents required for customs entry. Vendor will regularly have independent tests performed on all Goods prior to Shipping to ensure compliance with the PO Terms, including, without limitation, the provisions of this Section 13. Vendor will provide Big Lots with copies of: (y) any and all test reports, Safety Data Sheet (SDS) information, Proposition 65 product information, ingredient information, and any information Big Lots' deems necessary to comply, or support its compliance with, any Laws; and (z) upon Big Lots' request, signed copies of any and all license agreements relating to the Goods.

Vendor acknowledges and agrees that it will be a breach of warranty if any Goods are in violation of any Laws at any time, including after the sale of such Goods by Vendor to Buyer. The parties agree that no personal identifiable information, as defined under California Consumer Privacy Act, 2018, as updated from time to time ("PII") will be shared or provided under this PO Terms. In the event Vendor receives any PII, Vendor shall forthwith notify Buyer of the same and use best efforts to remove such PII and comply with applicable privacy laws. In the event Goods fail to comply with the warranties set forth in the PO Terms at any time, Vendor agrees that it will immediately notify Buyer and take all measures to identify the Goods that are or may be affected. The PO Terms are not intended to and will not negate or replace any of, but will supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity.

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or

securing the performance of a routine government action; (ii) obtaining, retaining or directing any business; or (iii) securing an improper business advantage. Vendor will provide Buyer such information and further written certifications as Buyer may request from time-to-time to assist Buyer's efforts to assure compliance with Anti-corruption Laws. Vendor specifically agrees to comply at all times with (a) all applicable laws prohibiting child labor, prison labor, indentured labor or bonded labor, (b) all applicable laws pertaining to safe and healthy workplaces and working conditions, (c) all applicable laws pertaining to minimum wage, maximum work periods, and the payment of overtime, and (f) all environmental laws applicable to the Goods.

15. Indemnification. Vendor shall indemnify, defend (at Buyer's sole option) and hold harmless Buyer, its Affiliates, and their respective officers, directors, contractors, employees and agents, from and against any and all liabilities, obligations, penalties, fines, judgments, settlements, damages, losses, deficiencies, interest, fees, costs, expenses, incidents, demands, claims and/or suits, whether actual or alleged, including, without limitation, attorneys' fees, court costs, and expert witness fees, including those fees, costs and expenses incurred in enforcing Buyer's rights under the PO Terms, whether in connection with a breach of the PO Terms or otherwise ("Losses"), arising from or related to: (a) the acts or omissions of Vendor, its Affiliates or contractors, or their respective contractors, employees, or agents; (b) Recall of the Goods; (c) personal injury or property damage resulting from any actions or inactions of Vendor, or from the manufacture, storage, movement, use or consumption of the Goods; (d) breach of Vendor's warranties or a term of the PO Terms; (e) infringement of a third party's intellectual property or proprietary rights, including, but not limited to, trade names, trademarks, trade dress, trade secrets, patents and copyrights, in connection with the use, manufacture, distribution, description, advertising, marketing sale or offer for sale of the Goods; and (f) an employment related claim brought by an employee, agent or contractor of Vendor, its Affiliates, or a Vendor contractor.

16. Insurance. Vendor will, at its own expense, procure and maintain, at a minimum, the types and amounts of insurance coverage described in the Big Lots Certificate of Insurance and Indemnification Policy, the most current version of which can be obtained by visiting Buyer's Vendor Resource Website and clicking "Routing and Compliance," or by going directly to www.biglots.com/corporate/vendors/routing-andcompliance. The insurance companies issuing the policies must: (a) have Standard & Poor's rating of BBB or better or A.M. Best's rating of A-VII or better; and (b) be licensed to operate in the country from where the subject Good is sold and invoiced to Buyer, and have an extensive North American presence. Prior to the first PO being issued, annually thereafter (within sixty (60) days after policy renewal), and at any other time upon Buyer's request, Vendor will provide Buyer with certificates of insurance ("COI") signed by an authorized representative of the insurance carrier evidencing the required insurance coverages (unless lower coverage limits are agreed upon in writing by an officer of Buyer). In addition, upon Buyer's request, Vendor will provide Buyer with copies of the actual endorsements and/or policies. With the exception of workers' compensation, the COI must show a broad form vendor's endorsement or name "Big Lots, Inc. and all of its direct and indirect subsidiaries and affiliates" as an additional insured. The policies must: (i) respond as primary coverage and non-contributory to any other insurance policy available to Buyer; (ii) not contain any exclusion, limitation or endorsement that restricts or limits applicable liability coverage; (iii) provide for the investigation, defense, and satisfaction (by settlement or otherwise), at no cost to Buyer, of any Losses incurred by Buyer; and (iv) provide that the insurance companies issuing the policies will notify Buyer at least thirty (30) days prior to any policy cancellation or modification. Vendor will bear its own insurance and insurance-related expenses and Vendor's liability will not be limited to its insurance coverage.

17. Cumulative Remedies. Each of Buyer's rights and remedies under the PO Terms is cumulative and in addition to any other rights and remedies provided at law, in equity, elsewhere in the PO Terms, or otherwise, including, without limitation, the Uniform Commercial Code.

18. Force Majeure. Buyer may delay delivery or acceptance of any or all Goods, or cancel any PO in the event that such delay or cancellation is due to causes beyond Buyer's reasonable control. In such case, Buyer will not be liable to Vendor for any amount except to pay for the unit cost of Goods that are fully delivered and accepted by Buyer, subject to Buyer's right to offset and withhold payment as provided in Section 9 of these Terms & Conditions.

19. Use of Goods; Content & Marks. Vendor is not permitted to use Buyer's, or Buyer's Affiliates', names, trademarks, trade names, logos or service marks in any marketing, advertising or publicity without the prior written consent of B buyer's Chief Executive Officer, Chief Financial Officer, or General Counsel, which consent may be given or withheld in Buyer's sole and absolute discretion. Vendor hereby grants to Buyer the royalty-free, sublicensable, worldwide right to use the Goods and Vendor Content in or related to Buyer's retail operations, both brick and mortar and eCommerce. "Vendor Content" means text, graphics, names, marks, images, audio or digital files, audio-visual content and all other data, information, marketing and promotional materials and content in any medium, and all copyrights, logos, trademarks, service marks, trade names, and other intellectual property rights therein or related to the Goods.

20. Assignment & Subcontracting. Vendor will not assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms), voluntarily or involuntarily, by operation of law, or in any other manner,

without the prior written consent of an officer of Buyer. Any purported assignment or delegation made without this consent is void. Buyer may assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms) to an Affiliate or to any other party in Buyer's sole discretion. In the event Buyer assigns the entire PO Terms to another party, Buyer will have no further obligation to Vendor under the PO Terms and Vendor hereby consents that Buyer's assignment will constitute a novation. Buyer's payment to Vendor constitutes payment for Goods, services, equipment or other deliverables provided by any subcontractor of Vendor or Vendor's agents or representatives. Vendor remains fully responsible and liable to Buyer for the acts and omissions of its subcontractors and performance of all Vendor's duties and obligations under the PO Terms.

21. Governing Law; Venue; Jury Waiver; and Arbitration. The laws of the State of Ohio, without application of conflicts of law principles, govern the PO Terms and all matters arising out of or related to the PO Terms. Each party hereby irrevocably agrees that any disagreement, dispute, action, controversy or claim with respect to: (a) the validity of the PO Terms; (b) breach of the PO Terms; or (c) otherwise arising out of, or in relation to the PO Terms, a PO, or any agreement in which either is incorporated ("Dispute"), will be brought in the state or federal courts located in Franklin County, Ohio, and hereby expressly submits to the personal jurisdiction and venue of such courts for purposes thereof and expressly waives all claims of improper venue and all claims that such courts are an inconvenient forum. The parties hereby agree to waive a trial by jury with respect to Disputes. Any Dispute may, in Buyer's sole and absolute discretion, be settled by binding arbitration by an arbitration service of Buyer's choice, in accordance with the laws of the state of Ohio governing voluntary arbitrations. The location of such arbitration will be in Columbus, Ohio. Discovery will be permitted as provided by applicable state law or as the parties may otherwise mutually agree. The parties may also mutually elect to seek mediation as an alternative precursor to arbitration. If the PO Terms govern an international transaction, the applicable state law regarding the arbitration of international disputes will apply. The arbitrator will agree to conduct proceedings under the laws relating to arbitration cited above, or such other rules to which the parties mutually agree. The United Nations Convention on Contracts for the International Sale of Goods shall have no application to this Agreement or actions hereunder or contemplated hereby.

22. Severability. Provisions of the PO Terms will be interpreted to be valid and enforceable under applicable law; provided, however, that if any provision is held invalid or unenforceable, such provision will not invalidate the PO Terms. The PO Terms' remaining provisions will stay in effect and be enforced to the fullest extent permitted by law.

23. Entire Agreement. The PO Terms constitute the entire agreement between the parties and supersede all previous agreements, written or oral, between the parties with respect to the subject matter hereof. The PO Terms may not be modified by course of dealing, course of performance, or any oral communication between Buyer and Vendor. The PO Terms may only be modified by, and a waiver will be effective only if set forth in, a written instrument that references the PO Terms, expressly describes the terms herein to be modified, and is signed by a representative of Vendor and an officer of Buyer. Without limiting the generality of the foregoing, no term or condition of any document issued by Vendor, including, without limitation, invoices, sales acknowledgments, or other similar documents, will constitute a modification of or addition to the PO Terms and will have no force or effect and are hereby rejected. The Vendor Guide as in effect from time to time is made a part hereof and is expressly incorporated herein. In the event of any conflict between the any terms and conditions or any other document of Vendor, Vendor Guide and these PO Terms, the PO Terms is binding to the extent of such conflicts. Vendor will comply with (a) applicable industry standards with respect to privacy and data security relating Buyer's Confidential Information and (b) applicable privacy and security laws ("Privacy Policy"). Any updates to the Vendor Guide or the Privacy Policy immediately take effect and are binding on the parties.

24. No Third-Party Beneficiaries. Certain sections of the PO Terms are for the benefit of Buyer's Affiliates. As a result, any of Buyer's Affiliates may enforce the PO Terms. Except for Buyer's Affiliates, the PO Terms do not create any enforceable rights by anyone other than Buyer and Vendor.

25. LIMITATION OF LIABILITY. EXCEPT IN THE CASE OF GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, BUYER WILL NOT BE LIABLE TO VENDOR OR ITS AFFILIATES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, AND ANY LOSS OF USE, REVENUE, GOODWILL, OPPORTUNITY OR DATA, IN CONNECTION WITH THE PO TERMS, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND, AND REGARDLESS OF WHETHER BUYER WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW, OF THE POSSIBILITY OF LIABILITY.

26. Acceptance of PO Terms. Vendor agrees to and accepts all of the terms and conditions in the PO Terms by doing any of the following: (a) acknowledging or accepting a PO; (b) acknowledging or agreeing to the PO Terms through Buyer's EDI process, by click-through, click to accept, or otherwise; (c) signing these Terms & Conditions; (d) Shipping any portion of the Goods referenced in a PO or otherwise fulfilling any portion of its obligations under a PO; or (e) accepting any complete or partial payment for the Goods, transportation of the Goods, or otherwise in connection with a PO or the Goods, or by any other means of acceptance recognized at law or in equity.



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IMPORTANT Terms and Conditions

PO#: 95606005

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AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



OFFICE-COPY

PO#: 95606005

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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

350	810700436	3 PC JACQUARD CMFTR	0.00	CN	3		1,080			11/18/2024
35016	CS4162GNFQ-43	HmEvCmfSet			3		360			
35016005	Broyhill	CLOSEOUT	005							64.99
1	481070043607		GRM	6.758	A1					
350	810700466	3 PC JACQUARD COMFT	0.00	CN	3		423			11/18/2024
35016	CS4162TNFQ-43	HmEvCmfSet			3		141			
35016005	Broyhill	CLOSEOUT	005							
2	481070046608		GRM	6.758	A1					
350	810700438	3 PC JACQUARD COMFT	0.00	CN	3		342			11/18/2024
35016	CS4162TNFQ-43	HmEvCmfSet			3		114			
35016005	Broyhill	CLOSEOUT	005							
3	481070043805		GRM	6.758	A1					
350	810700465	3 PC JACQUARD COMFT	0.00	CN	3		423			11/18/2024
35016	CS4162WTFQ-43	HmEvCmfSet			3		141			
35016005	Broyhill	CLOSEOUT	005							
4	481070046509		GRM	6.758	A1					
350	810700437	3 PC JACQUARD COMFT	0.00	CN	3		600			11/18/2024
35016	CS4162GNKG-43	HmEvCmfSet			3		200			
35016005	Broyhill	CLOSEOUT	005							
5	481070043706		GRM	7.492	A1					
350	810700439	3 PC JACQUARD COMFT	0.00	CN	3		279			11/18/2024
35016	CS4162TNKG-43	HmEvCmfSet			3		93			
35016005	Broyhill	CLOSEOUT	005							
6	481070043904		GRM	7.492	A1					



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PO#: 95606005

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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

350	810700434	3 PC JACQUARD COMFT	0.00	CN	3		273			11/18/2024
35016	CS4162GRKG-43	HmEvCmfSet			3		91			
35016005	Broyhill	CLOSEOUT	005							
7	481070043409		GRM	7.492	A1					
350	810700435	3 PC JACQUARD COMFT	0.00	CN	3		315			11/18/2024
35016	CS4162WTKG-43	HmEvCmfSet			3		105			
35016005	Broyhill	CLOSEOUT	005							
8	481070043508		GRM	7.492	A1					



70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE

INVOICE NO 5940737

DATE 10/08/2024

Page 1 Of 3

DUNS# 825834260

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Big Lots-Tremont DC - #0874
Ship To Code: 0874
Closeout Distribution Inc.
50 RAUSCH CREEK RD
TREMONT, PA 17981 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095615477		2% 30 Days	Collect	6442013	WH4	4272792
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
J B HUNT TRANSPORT INTERMODAL		2014	23,632	Bell, CA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
SS6143AQFU-4700	NA	NS	THERAPEDIC - 80GSM MF 4PC COOLING SHEET SET - FULL - AQUA (ETHER 14-4506 TCX)				0.00	1,836.00
SS6143AQKG-4700	NA	NS	THERAPEDIC - 80GSM MF 4PC COOLING SHEET SET - KING - AQUA (ETHER 14-4506 TCX)				0.00	3,036.80
SS6143AQQN-4700	NA	NS	THERAPEDIC - 80GSM MF 4PC COOLING SHEET SET - QUEEN - AQUA (ETHER 14- 4506 TCX)				0.00	5,023.20
SS6143AQTW-4700	NA	NS	THERAPEDIC - 80GSM MF 3PC COOLING SHEET SET - TWIN - AQUA (ETHER 14-4506 TCX)				0.00	1,334.00
SS6143BLFU-4700	NA	NS	THERAPEDIC - 80GSM MF 4PC COOLING SHEET SET - FULL - BLUE (FADED DENIM 17 -4021 TCX)				0.00	1,836.00
SS6143BLKG-4700	NA	NS	THERAPEDIC - 80GSM MF 4PC COOLING SHEET SET - KING - BLUE (FADED DENIM 17 -4021 TCX)				0.00	3,036.80
SS6143BLQN-4700	NA	NS	THERAPEDIC - 80GSM MF 4PC COOLING SHEET SET - QUEEN - BLUE (FADED DENIM 17-4021 TCX)				0.00	5,023.20
SS6143BLTW-4700	NA	NS	THERAPEDIC - 80GSM MF 3PC COOLING SHEET SET - TWIN - BLUE (FADED DENIM 17 -4021 TCX)				0.00	1,334.00

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE

INVOICE NO 5940737

DATE 10/08/2024

DUNS# 825834260

Page 2 Of 3

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Big Lots-Tremont DC - #0874
Ship To Code: 0874
Closeout Distribution Inc.
50 RAUSCH CREEK RD
TREMONT, PA 17981 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095615477		2% 30 Days	Collect	6442013	WH4	4272792
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
J B HUNT TRANSPORT INTERMODAL		2014	23,632	Bell, CA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
SS6143DIFU-4700	NA	NS	THERAPEDIC - 80GSM MF 4PC COOLING SHEET SET - FULL - DIAMOND PRINTED				0.00	3,128.00
SS6143DITW-4700	NA	NS	THERAPEDIC - 80GSM MF 3PC COOLING SHEET SET - TWIN - DIAMOND PRINTED				0.00	2,233.00
SS6143GYFU-4700	NA	NS	THERAPEDIC - 80GSM MF 4PC COOLING SHEET SET - FULL - GREY (ANTARCTICA 13- 4104 TCX)				0.00	3,128.00
SS6143GYKG-4700	NA	NS	THERAPEDIC - 80GSM MF 4PC COOLING SHEET SET - KING - GREY (ANTARCTICA 13- 4104 TCX)				0.00	4,326.40
SS6143GYQN-4700	NA	NS	THERAPEDIC - 80GSM MF 4PC COOLING SHEET SET - QUEEN - GREY (ANTARCTICA 13-4104 TCX)				0.00	6,697.60
SS6143GYTW-4700	NA	NS	THERAPEDIC - 80GSM MF 3PC COOLING SHEET SET - TWIN - GREY (ANTARCTICA 13- 4104 TCX)				0.00	2,233.00
SS6143TNFU-4700	NA	NS	THERAPEDIC - 80GSM MF 4PC COOLING SHEET SET - FULL - TAN (PEBBLE 14-1112 TCX)				0.00	2,482.00
SS6143TNKG-4700	NA	NS	THERAPEDIC - 80GSM MF 4PC COOLING SHEET SET - KING - TAN (PEBBLE 14-1112 TCX)				0.00	3,660.80
SS6143TNQN-4700	NA	NS	THERAPEDIC - 80GSM MF 4PC COOLING SHEET SET - QUEEN - TAN (PEBBLE 14-1112 TCX)				0.00	5,860.40

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70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE

INVOICE NO 5940737

DATE 10/08/2024

DUNS# 825834260

Page 3 Of 3

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Big Lots-Tremont DC - #0874
Ship To Code: 0874
Closeout Distribution Inc.
50 RAUSCH CREEK RD
TREMONT, PA 17981 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095615477		2% 30 Days	Collect	6442013	WH4	4272792
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
J B HUNT TRANSPORT INTERMODAL		2014	23,632	Bell, CA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
SS6143TNTW-4700	NA	NS	THERAPEDIC - 80GSM MF 3PC COOLING SHEET SET - TWIN - TAN (PEBBLE 14-1112 TCX)				0.00	1,769.00
SS6143WTFU-4700	NA	NS	THERAPEDIC - 80GSM MF 4PC COOLING SHEET SET - FULL - WHITE (BRIGHT WHITE 11-0601 TCX)				0.00	2,482.00
SS6143WTKG-4700	NA	NS	THERAPEDIC - 80GSM MF 4PC COOLING SHEET SET - KING - WHITE (BRIGHT WHITE 11-0601 TCX)				0.00	3,660.80
SS6143WTQN-4700	NA	NS	THERAPEDIC - 80GSM MF 4PC COOLING SHEET SET - QUEEN - WHITE (BRIGHT WHITE 11-0601 TCX)				0.00	5,860.40
SS6143WTTW-4700	NA	NS	THERAPEDIC - 80GSM MF 3PC COOLING SHEET SET - TWIN - WHITE (BRIGHT WHITE 11-0601 TCX)				0.00	1,769.00

	MERCH TOTAL :	71,750.40
	FREIGHT TOTAL :	0.00
	MISC TOTAL :	0.00
	SALES TAX TOTAL :	0.00
	DISC TOTAL :	0.00
	DEPOSIT TOTAL :	0.00
AMOUNT DUE		USD 71,750.40
BY 11/07/2024		

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



PEM-AMERICA, Inc.

70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE

INVOICE NO 5949674

DATE 10/16/2024

Page 1 Of 3

DUNS# 825834260

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Big Lots-Tremont DC - #0874
Ship To Code: 0874
Closeout Distribution Inc.
50 RAUSCH CREEK RD
TREMONT, PA 17981 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095617662		2% 30 Days	Collect	6435328	WH1	4278386
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
JB HUNT		1508	16,059	CRANBURY, NJ		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
PQW6085BLK-1100	NA	NS	COTTAGE CLASSICS - COTTON QUILT - KING - BLUE				0.00	3,000.00
PQW6085BLQ-1100	NA	NS	COTTAGE CLASSICS - COTTON QUILT - FU/QN - BLUE				0.00	3,738.00
PQW6085BLT-1100	NA	NS	COTTAGE CLASSICS - COTTON QUILT - TWIN - BLUE				0.00	1,200.00
PQW6085GYK-1100	NA	NS	COTTAGE CLASSICS - COTTON QUILT - KING - GRAY				0.00	3,000.00
PQW6085GYQ-1100	NA	NS	COTTAGE CLASSICS - COTTON QUILT - FU/QN - GRAY				0.00	3,738.00
PQW6085GYS-1100	NA	NS	COTTAGE CLASSICS - COTTON STD. SHAM - GRAY				0.00	537.00
PQW6085GYT-1100	NA	NS	COTTAGE CLASSICS - COTTON QUILT - TWIN - GRAY				0.00	1,200.00
PQW6085IVK-1100	NA	NS	COTTAGE CLASSICS - COTTON QUILT - KING - IVORY				0.00	3,000.00
PQW6085IVQ-1100	NA	NS	COTTAGE CLASSICS - COTTON QUILT - FU/QN - IVORY				0.00	3,738.00

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE

INVOICE NO 5949674

DATE 10/16/2024

DUNS# 825834260

Page 2 Of 3

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Big Lots-Tremont DC - #0874
Ship To Code: 0874
Closeout Distribution Inc.
50 RAUSCH CREEK RD
TREMONT, PA 17981 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095617662		2% 30 Days	Collect	6435328	WH1	4278386
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
JB HUNT		1508	16,059	CRANBURY, NJ		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
PQW6085IVT-1100	NA	NS	COTTAGE CLASSICS - COTTON QUILT - TWIN - IVORY				0.00	1,200.00
PQW6085PBK-1100	NA	NS	COTTAGE CLASSICS - COTTON QUILT - KING - PALE BLUSH				0.00	3,000.00
PQW6085PBQ-1100	NA	NS	COTTAGE CLASSICS - COTTON QUILT - FU/QN - PALE BLUSH				0.00	3,738.00
PQW6085PBS-1100	NA	NS	COTTAGE CLASSICS - COTTON STD. SHAM - PALE BLUSH				0.00	537.00
PQW6085TNK-1100	NA	NS	COTTAGE CLASSICS - COTTON QUILT - KING - TAN				0.00	3,000.00
PQW6085TNQ-1100	NA	NS	COTTAGE CLASSICS - COTTON QUILT - FU/QN - TAN				0.00	3,738.00
PQW6085TNT-1100	NA	NS	COTTAGE CLASSICS - COTTON QUILT - TWIN - TAN				0.00	1,200.00
PQW6085WTK-1100	NA	NS	COTTAGE CLASSICS - COTTON QUILT - KING - WHITE				0.00	4,500.00
PQW6085WTQ-1100	NA	NS	COTTAGE CLASSICS - COTTON QUILT - FU/QN - WHITE				0.00	4,998.00

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



PEM-AMERICA, Inc.

Case 24-11967-JKS Doc 1604-1 Filed 01/07/25 Page 41 of 112

70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241**INVOICE**

INVOICE NO 5949674

DATE 10/16/2024

DUNS# 825834260

Page 3 Of 3

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Big Lots-Tremont DC - #0874
Ship To Code: 0874
Closeout Distribution Inc.
50 RAUSCH CREEK RD
TREMONT, PA 17981 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095617662		2% 30 Days	Collect	6435328	WH1	4278386
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
JB HUNT		1508	16,059	CRANBURY, NJ		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
PQW6085WTS-1100	NA	NS	COTTAGE CLASSICS - COTTON STD. SHAM - WHITE				0.00	717.00
PQW6085WTT-1100	NA	NS	COTTAGE CLASSICS - COTTON QUILT - TWIN - WHITE				0.00	2,400.00
PQW6085YLK-1100	NA	NS	COTTAGE CLASSICS - COTTON QUILT - KING - YELLOW				0.00	3,000.00
PQW6085YLQ-1100	NA	NS	COTTAGE CLASSICS - COTTON QUILT - FU/QN - YELLOW				0.00	3,738.00
PQW6085YLS-1100	NA	NS	COTTAGE CLASSICS - COTTON STD. SHAM - YELLOW				0.00	537.00
PQW6085YLT-1100	NA	NS	COTTAGE CLASSICS - COTTON QUILT - TWIN - YELLOW				0.00	1,200.00

	MERCH TOTAL :	60,654.00
	FREIGHT TOTAL :	0.00
	MISC TOTAL :	0.00
	SALES TAX TOTAL :	0.00
	DISC TOTAL :	0.00
	DEPOSIT TOTAL :	0.00
AMOUNT DUE		USD 60,654.00
BY 11/15/2024		

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE

INVOICE NO 5975515

DATE 11/06/2024

Page 1 Of 2

DUNS# 825834260

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Big Lots-Tremont DC - #0874
Ship To Code: 0874
Closeout Distribution Inc.
50 RAUSCH CREEK RD
TREMONT, PA 17981 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095518783		2% 30 Days	Collect	6454620	WH4	4302515
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
Uber Freight		2518	27,338	Bell, CA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
SS6171ASFU1-00	NA	NS	LONDON FOG - 75GSM MF 4PC SHEET SET - FULL - GREY/BLACK (COMBO #4)				0.00	7,215.44
SS6171ASFU2-00	NA	NS	LONDON FOG - 75GSM MF 4PC SHEET SET - FULL - GREY STRIPE/WHITE (COMBO #5)				0.00	5,715.20
SS6171ASFU3-00	NA	NS	LONDON FOG - 75GSM MF 4PC SHEET SET - FULL - NAVY/RED (COMBO #6)				0.00	4,214.96
SS6171ASKG1-00	NA	NS	LONDON FOG - 75GSM MF 4PC SHEET SET - KING - GREY/BLACK (COMBO #10)				0.00	9,915.36
SS6171ASKG2-00	NA	NS	LONDON FOG - 75GSM MF 4PC SHEET SET - KING - GREY STRIPE/WHITE (COMBO #11)				0.00	8,430.24
SS6171ASKG3-00	NA	NS	LONDON FOG - 75GSM MF 4PC SHEET SET - KING - NAVY/RED (COMBO #12)				0.00	6,988.80
SS6171ASQN1-00	NA	NS	LONDON FOG - 75GSM MF 4PC SHEET SET - QUEEN - GREY/BLACK (COMBO #7)				0.00	15,410.72
SS6171ASQN2-00	NA	NS	LONDON FOG - 75GSM MF 4PC SHEET SET - QUEEN - GREY STRIPE/WHITE (COMBO #8)				0.00	13,460.48
SS6171ASQN3-00	NA	NS	LONDON FOG - 75GSM MF 4PC SHEET SET - QUEEN - NAVY/RED (COMBO #9)				0.00	11,472.00

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE

INVOICE NO 5975515

DATE 11/06/2024

DUNS# 825834260

Page 2 Of 2

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Big Lots-Tremont DC - #0874
Ship To Code: 0874
Closeout Distribution Inc.
50 RAUSCH CREEK RD
TREMONT, PA 17981 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095518783		2% 30 Days	Collect	6454620	WH4	4302515
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
Uber Freight		2518	27,338	Bell, CA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
SS6171ASTW1-00	NA	NS	LONDON FOG - 75GSM MF 3PC SHEET SET - TWIN - GREY/BLACK (COMBO #1)				0.00	5,113.92
SS6171ASTW2-00	NA	NS	LONDON FOG - 75GSM MF 3PC SHEET SET - TWIN - GREY STRIPE/WHITE (COMBO #2)				0.00	4,078.96
SS6171ASTW3-00	NA	NS	LONDON FOG - 75GSM MF 3PC SHEET SET - TWIN - NAVY/RED (COMBO #3)				0.00	3,074.44

	MERCH TOTAL :	95,090.52
	FREIGHT TOTAL :	0.00
	MISC TOTAL :	0.00
	SALES TAX TOTAL :	0.00
	DISC TOTAL :	0.00
	DEPOSIT TOTAL :	0.00
AMOUNT DUE		USD 95,090.52
BY 12/06/2024		

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE

INVOICE NO 5978219

DATE 11/08/2024

Page 1 Of 2

DUNS# 825834260

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Big Lots-Tremont DC - #0874
Ship To Code: 0874
Closeout Distribution Inc.
50 RAUSCH CREEK RD
TREMONT, PA 17981 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095615658		2% 30 Days	Collect	6454623	WH4	4302512
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
J B HUNT TRANSPORT INTERMODAL		1600	17,375	Bell, CA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
SS6171ASFU1-00	NA	NS	LONDON FOG - 75GSM MF 4PC SHEET SET - FULL - GREY/BLACK (COMBO #4)				0.00	4,572.16
SS6171ASFU2-00	NA	NS	LONDON FOG - 75GSM MF 4PC SHEET SET - FULL - GREY STRIPE/WHITE (COMBO #5)				0.00	3,607.72
SS6171ASFU3-00	NA	NS	LONDON FOG - 75GSM MF 4PC SHEET SET - FULL - NAVY/RED (COMBO #6)				0.00	2,643.28
SS6171ASKG1-00	NA	NS	LONDON FOG - 75GSM MF 4PC SHEET SET - KING - GREY/BLACK (COMBO #10)				0.00	6,289.92
SS6171ASKG2-00	NA	NS	LONDON FOG - 75GSM MF 4PC SHEET SET - KING - GREY STRIPE/WHITE (COMBO #11)				0.00	5,328.96
SS6171ASKG3-00	NA	NS	LONDON FOG - 75GSM MF 4PC SHEET SET - KING - NAVY/RED (COMBO #12)				0.00	4,411.68
SS6171ASQN1-00	NA	NS	LONDON FOG - 75GSM MF 4PC SHEET SET - QUEEN - GREY/BLACK (COMBO #7)				0.00	9,751.20
SS6171ASQN2-00	NA	NS	LONDON FOG - 75GSM MF 4PC SHEET SET - QUEEN - GREY STRIPE/WHITE (COMBO #8)				0.00	8,565.76
SS6171ASQN3-00	NA	NS	LONDON FOG - 75GSM MF 4PC SHEET SET - QUEEN - NAVY/RED (COMBO #9)				0.00	7,495.04

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



PEM-AMERICA, Inc.

70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE

INVOICE NO 5978219

DATE 11/08/2024

DUNS# 825834260

Page 2 Of 2

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Big Lots-Tremont DC - #0874
Ship To Code: 0874
Closeout Distribution Inc.
50 RAUSCH CREEK RD
TREMONT, PA 17981 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095615658		2% 30 Days	Collect	6454623	WH4	4302512
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
J B HUNT TRANSPORT INTERMODAL		1600	17,375	Bell, CA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
SS6171ASTW1-00	NA	NS	LONDON FOG - 75GSM MF 3PC SHEET SET - TWIN - GREY/BLACK (COMBO #1)				0.00	3,226.64
SS6171ASTW2-00	NA	NS	LONDON FOG - 75GSM MF 3PC SHEET SET - TWIN - GREY STRIPE/WHITE (COMBO #2)				0.00	2,587.40
SS6171ASTW3-00	NA	NS	LONDON FOG - 75GSM MF 3PC SHEET SET - TWIN - NAVY/RED (COMBO #3)				0.00	1,948.16

	MERCH TOTAL :	60,427.92
	FREIGHT TOTAL :	0.00
	MISC TOTAL :	0.00
	SALES TAX TOTAL :	0.00
	DISC TOTAL :	0.00
	DEPOSIT TOTAL :	0.00
AMOUNT DUE		USD 60,427.92
BY 12/08/2024		

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE

INVOICE NO 5978240

DATE 11/08/2024

Page 1 Of 1

DUNS# 825834260

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Montgomery DC - #0870
Ship To Code: 0870
Big Lots Stores--CSC Dist. LLC
2855 SELMA HIGHWAY
MONTGOMERY, AL 36108 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095512361		2% 30 Days	Collect	6478946	WH4	4302516
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
CH ROBINSON CROSSDOCK		232	5,083	Bell, CA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
MP5342WTFU-43	NA	NS	WHISPER BY THERAPEDIC COOL TOUCH MATTRESS PAD - FULL				0.00	2,802.56
MP5342WTKG-43	NA	NS	WHISPER BY THERAPEDIC COOL TOUCH MATTRESS PAD - KING				0.00	4,398.08
MP5342WTQN-43	NA	NS	WHISPER BY THERAPEDIC COOL TOUCH MATTRESS PAD - QUEEN				0.00	6,001.60

	MERCH TOTAL :	13,202.24
	FREIGHT TOTAL :	0.00
	MISC TOTAL :	0.00
	SALES TAX TOTAL :	0.00
	DISC TOTAL :	0.00
	DEPOSIT TOTAL :	0.00
AMOUNT DUE		USD 13,202.24
BY 12/08/2024		

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



PEM-AMERICA, Inc.

70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE

INVOICE NO 5978241

DATE 11/08/2024

DUNS# 825834260

Page 1 Of 1

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Big Lots-Tremont DC - #0874
Ship To Code: 0874
Closeout Distribution Inc.
50 RAUSCH CREEK RD
TREMONT, PA 17981 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095512572		2% 30 Days	Collect	6478949	WH4	4302518
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
Uber Freight		456	9,840	Bell, CA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
MP5342WTFU-43	NA	NS	WHISPER BY THERAPEDIC COOL TOUCH MATTRESS PAD - FULL				0.00	4,687.04
MP5342WTKG-43	NA	NS	WHISPER BY THERAPEDIC COOL TOUCH MATTRESS PAD - KING				0.00	6,184.80
MP5342WTQN-43	NA	NS	WHISPER BY THERAPEDIC COOL TOUCH MATTRESS PAD - QUEEN				0.00	14,676.64

	MERCH TOTAL :	25,548.48
	FREIGHT TOTAL :	0.00
	MISC TOTAL :	0.00
	SALES TAX TOTAL :	0.00
	DISC TOTAL :	0.00
	DEPOSIT TOTAL :	0.00
AMOUNT DUE		USD 25,548.48
BY 12/08/2024		

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE

INVOICE NO 5978242

DATE 11/08/2024

Page 1 Of 1

DUNS# 825834260

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Big Lots-Tremont DC - #0874
Ship To Code: 0874
Closeout Distribution Inc.
50 RAUSCH CREEK RD
TREMONT, PA 17981 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095609169		2% 30 Days	Collect	6478952	WH4	4302518
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
Uber Freight		387	8,568	Bell, CA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
MP5342WTFU-43	NA	NS	WHISPER BY THERAPEDIC COOL TOUCH MATTRESS PAD - FULL				0.00	434.88
MP5342WTKG-43	NA	NS	WHISPER BY THERAPEDIC COOL TOUCH MATTRESS PAD - KING				0.00	5,291.44
MP5342WTQN-43	NA	NS	WHISPER BY THERAPEDIC COOL TOUCH MATTRESS PAD - QUEEN				0.00	16,422.56

	MERCH TOTAL :	22,148.88
	FREIGHT TOTAL :	0.00
	MISC TOTAL :	0.00
	SALES TAX TOTAL :	0.00
	DISC TOTAL :	0.00
	DEPOSIT TOTAL :	0.00
AMOUNT DUE		USD 22,148.88
BY 12/08/2024		

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE

INVOICE NO 5980846

DATE 11/11/2024

Page 1 Of 1

DUNS# 825834260

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Durant DC - #0879
Ship To Code: 0879
Big Lots-DURANT DC LLC
2306 ENTERPRISE DRIVE
DURANT, OK 74701 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095512363		2% 30 Days	Collect	6367628	WH4	4302513
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
CH ROBINSON CROSSDOCK		107	2,341	Bell, CA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
MP5342WTFU-43	NA	NS	WHISPER BY THERAPEDIC COOL TOUCH MATTRESS PAD - FULL				0.00	1,304.64
MP5342WTKG-43	NA	NS	WHISPER BY THERAPEDIC COOL TOUCH MATTRESS PAD - KING				0.00	1,992.88
MP5342WTQN-43	NA	NS	WHISPER BY THERAPEDIC COOL TOUCH MATTRESS PAD - QUEEN				0.00	2,782.56

	MERCH TOTAL :	6,080.08
	FREIGHT TOTAL :	0.00
	MISC TOTAL :	0.00
	SALES TAX TOTAL :	0.00
	DISC TOTAL :	0.00
	DEPOSIT TOTAL :	0.00
AMOUNT DUE		USD 6,080.08
BY 12/11/2024		

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE

INVOICE NO 5980848

DATE 11/11/2024

Page 1 Of 2

DUNS# 825834260

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Durant DC - #0879
Ship To Code: 0879
Big Lots-DURANT DC LLC
2306 ENTERPRISE DRIVE
DURANT, OK 74701 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095518784		2% 30 Days	Collect	6454621	WH4	4304910
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
XPO Intermodal Solutions Inc.		924	10,032	Bell, CA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
SS6171ASFU1-00	NA	NS	LONDON FOG - 75GSM MF 4PC SHEET SET - FULL - GREY/BLACK (COMBO #4)				0.00	2,643.28
SS6171ASFU2-00	NA	NS	LONDON FOG - 75GSM MF 4PC SHEET SET - FULL - GREY STRIPE/WHITE (COMBO #5)				0.00	2,107.48
SS6171ASFU3-00	NA	NS	LONDON FOG - 75GSM MF 4PC SHEET SET - FULL - NAVY/RED (COMBO #6)				0.00	1,535.96
SS6171ASKG1-00	NA	NS	LONDON FOG - 75GSM MF 4PC SHEET SET - KING - GREY/BLACK (COMBO #10)				0.00	3,625.44
SS6171ASKG2-00	NA	NS	LONDON FOG - 75GSM MF 4PC SHEET SET - KING - GREY STRIPE/WHITE (COMBO #11)				0.00	3,101.28
SS6171ASKG3-00	NA	NS	LONDON FOG - 75GSM MF 4PC SHEET SET - KING - NAVY/RED (COMBO #12)				0.00	2,577.12
SS6171ASQN1-00	NA	NS	LONDON FOG - 75GSM MF 4PC SHEET SET - QUEEN - GREY/BLACK (COMBO #7)				0.00	5,659.52
SS6171ASQN2-00	NA	NS	LONDON FOG - 75GSM MF 4PC SHEET SET - QUEEN - GREY STRIPE/WHITE (COMBO #8)				0.00	4,932.96
SS6171ASQN3-00	NA	NS	LONDON FOG - 75GSM MF 4PC SHEET SET - QUEEN - NAVY/RED (COMBO #9)				0.00	4,206.40

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



PEM-AMERICA, Inc.

Case 24-11967-JKS Doc 1604-1 Filed 01/07/25 Page 51 of 112

70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241**INVOICE**

INVOICE NO 5980848

DATE 11/11/2024

DUNS# 825834260

Page 2 Of 2

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Durant DC - #0879
Ship To Code: 0879
Big Lots-DURANT DC LLC
2306 ENTERPRISE DRIVE
DURANT, OK 74701 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095518784		2% 30 Days	Collect	6454621	WH4	4304910
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
XPO Intermodal Solutions Inc.		924	10,032	Bell, CA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
SS6171ASTW1-00	NA	NS	LONDON FOG - 75GSM MF 3PC SHEET SET - TWIN - GREY/BLACK (COMBO #1)				0.00	1,887.28
SS6171ASTW2-00	NA	NS	LONDON FOG - 75GSM MF 3PC SHEET SET - TWIN - GREY STRIPE/WHITE (COMBO #2)				0.00	1,491.56
SS6171ASTW3-00	NA	NS	LONDON FOG - 75GSM MF 3PC SHEET SET - TWIN - NAVY/RED (COMBO #3)				0.00	1,126.28

	MERCH TOTAL :	34,894.56
	FREIGHT TOTAL :	0.00
	MISC TOTAL :	0.00
	SALES TAX TOTAL :	0.00
	DISC TOTAL :	0.00
	DEPOSIT TOTAL :	0.00
AMOUNT DUE		USD 34,894.56
BY 12/11/2024		

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE

INVOICE NO 5980849

DATE 11/11/2024

Page 1 Of 2

DUNS# 825834260

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Durant DC - #0879
Ship To Code: 0879
Big Lots-DURANT DC LLC
2306 ENTERPRISE DRIVE
DURANT, OK 74701 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095615219		2% 30 Days	Collect	6454622	WH4	4302513
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
CH ROBINSON CROSSDOCK		762	8,280	Bell, CA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
SS6171ASFU1-00	NA	NS	LONDON FOG - 75GSM MF 4PC SHEET SET - FULL - GREY/BLACK (COMBO #4)				0.00	2,143.20
SS6171ASFU2-00	NA	NS	LONDON FOG - 75GSM MF 4PC SHEET SET - FULL - GREY STRIPE/WHITE (COMBO #5)				0.00	1,714.56
SS6171ASFU3-00	NA	NS	LONDON FOG - 75GSM MF 4PC SHEET SET - FULL - NAVY/RED (COMBO #6)				0.00	1,250.20
SS6171ASKG1-00	NA	NS	LONDON FOG - 75GSM MF 4PC SHEET SET - KING - GREY/BLACK (COMBO #10)				0.00	2,970.24
SS6171ASKG2-00	NA	NS	LONDON FOG - 75GSM MF 4PC SHEET SET - KING - GREY STRIPE/WHITE (COMBO #11)				0.00	2,533.44
SS6171ASKG3-00	NA	NS	LONDON FOG - 75GSM MF 4PC SHEET SET - KING - NAVY/RED (COMBO #12)				0.00	2,096.64
SS6171ASQN1-00	NA	NS	LONDON FOG - 75GSM MF 4PC SHEET SET - QUEEN - GREY/BLACK (COMBO #7)				0.00	4,627.04
SS6171ASQN2-00	NA	NS	LONDON FOG - 75GSM MF 4PC SHEET SET - QUEEN - GREY STRIPE/WHITE (COMBO #8)				0.00	4,053.44
SS6171ASQN3-00	NA	NS	LONDON FOG - 75GSM MF 4PC SHEET SET - QUEEN - NAVY/RED (COMBO #9)				0.00	3,747.52

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



PEM-AMERICA, inc.

Case 24-11967-JKS Doc 1604-1 Filed 01/07/25 Page 53 of 112

70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241**INVOICE**

INVOICE NO 5980849

DATE 11/11/2024

DUNS# 825834260

Page 2 Of 2

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Durant DC - #0879
Ship To Code: 0879
Big Lots-DURANT DC LLC
2306 ENTERPRISE DRIVE
DURANT, OK 74701 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095615219		2% 30 Days	Collect	6454622	WH4	4302513
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
CH ROBINSON CROSSDOCK		762	8,280	Bell, CA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
SS6171ASTW1-00	NA	NS	LONDON FOG - 75GSM MF 3PC SHEET SET - TWIN - GREY/BLACK (COMBO #1)				0.00	1,522.00
SS6171ASTW2-00	NA	NS	LONDON FOG - 75GSM MF 3PC SHEET SET - TWIN - GREY STRIPE/WHITE (COMBO #2)				0.00	1,217.60
SS6171ASTW3-00	NA	NS	LONDON FOG - 75GSM MF 3PC SHEET SET - TWIN - NAVY/RED (COMBO #3)				0.00	913.20

	MERCH TOTAL :	28,789.08
	FREIGHT TOTAL :	0.00
	MISC TOTAL :	0.00
	SALES TAX TOTAL :	0.00
	DISC TOTAL :	0.00
	DEPOSIT TOTAL :	0.00
AMOUNT DUE		USD 28,789.08
BY 12/11/2024		

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE

INVOICE NO 5980850

DATE 11/11/2024

Page 1 Of 1

DUNS# 825834260

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Montgomery DC - #0870
Ship To Code: 0870
Big Lots Stores--CSC Dist. LLC
2855 SELMA HIGHWAY
MONTGOMERY, AL 36108 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095512571		2% 30 Days	Collect	6478948	WH4	4302517
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
J B HUNT TRANSPORT INTERMODAL		746	16,339	Bell, CA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
MP5342WTFU-43	NA	NS	WHISPER BY THERAPEDIC COOL TOUCH MATTRESS PAD - FULL				0.00	8,939.20
MP5342WTKG-43	NA	NS	WHISPER BY THERAPEDIC COOL TOUCH MATTRESS PAD - KING				0.00	14,018.88
MP5342WTQN-43	NA	NS	WHISPER BY THERAPEDIC COOL TOUCH MATTRESS PAD - QUEEN				0.00	19,477.92

	MERCH TOTAL :	42,436.00
	FREIGHT TOTAL :	0.00
	MISC TOTAL :	0.00
	SALES TAX TOTAL :	0.00
	DISC TOTAL :	0.00
	DEPOSIT TOTAL :	0.00
AMOUNT DUE		USD 42,436.00
BY 12/11/2024		

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE

INVOICE NO 5980851

DATE 11/11/2024

Page 1 Of 1

DUNS# 825834260

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Durant DC - #0879
Ship To Code: 0879
Big Lots-DURANT DC LLC
2306 ENTERPRISE DRIVE
DURANT, OK 74701 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095512573		2% 30 Days	Collect	6478950	WH4	4304910
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
XPO Intermodal Solutions Inc.		342	7,198	Bell, CA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
MP5342WTFU-43	NA	NS	WHISPER BY THERAPEDIC COOL TOUCH MATTRESS PAD - FULL				0.00	2,705.92
MP5342WTKG-43	NA	NS	WHISPER BY THERAPEDIC COOL TOUCH MATTRESS PAD - KING				0.00	1,786.72
MP5342WTQN-43	NA	NS	WHISPER BY THERAPEDIC COOL TOUCH MATTRESS PAD - QUEEN				0.00	14,185.60

	MERCH TOTAL :	18,678.24
	FREIGHT TOTAL :	0.00
	MISC TOTAL :	0.00
	SALES TAX TOTAL :	0.00
	DISC TOTAL :	0.00
	DEPOSIT TOTAL :	0.00
AMOUNT DUE		USD 18,678.24
BY 12/11/2024		

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE

INVOICE NO 5980852

DATE 11/11/2024

Page 1 Of 1

DUNS# 825834260

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Durant DC - #0879
Ship To Code: 0879
Big Lots-DURANT DC LLC
2306 ENTERPRISE DRIVE
DURANT, OK 74701 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095609452		2% 30 Days	Collect	6478953	WH4	4304910
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
XPO Intermodal Solutions Inc.		165	3,320	Bell, CA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
MP5342WTFU-43	NA	NS	WHISPER BY THERAPEDIC COOL TOUCH MATTRESS PAD - FULL				0.00	5,363.52
MP5342WTKG-43	NA	NS	WHISPER BY THERAPEDIC COOL TOUCH MATTRESS PAD - KING				0.00	1,992.88
MP5342WTQN-43	NA	NS	WHISPER BY THERAPEDIC COOL TOUCH MATTRESS PAD - QUEEN				0.00	1,364.00

	MERCH TOTAL :	8,720.40
	FREIGHT TOTAL :	0.00
	MISC TOTAL :	0.00
	SALES TAX TOTAL :	0.00
	DISC TOTAL :	0.00
	DEPOSIT TOTAL :	0.00
AMOUNT DUE		USD 8,720.40
BY 12/11/2024		

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE

INVOICE NO 5981143

DATE 11/12/2024

Page 1 Of 1

DUNS# 825834260

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Durant DC - #0879
Ship To Code: 0879
Big Lots-DURANT DC LLC
2306 ENTERPRISE DRIVE
DURANT, OK 74701 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095400923		2% 30 Days	Collect	6341513	WH32	4310084
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
C.H. ROBINSON		180	3,240	DALTON, GA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
PW6128SQ-9300	NA	NS	THERAPEDIC - 2PK COPPER BED PILLOW - STD/QN (CASE PACK 5)				0.00	7,650.00

	MERCH TOTAL :	7,650.00
	FREIGHT TOTAL :	0.00
	MISC TOTAL :	0.00
	SALES TAX TOTAL :	0.00
	DISC TOTAL :	0.00
	DEPOSIT TOTAL :	0.00
AMOUNT DUE		USD 7,650.00
BY 12/12/2024		

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE

INVOICE NO 5981145

DATE 11/12/2024

Page 1 Of 1

DUNS# 825834260

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Durant DC - #0879
Ship To Code: 0879
Big Lots-DURANT DC LLC
2306 ENTERPRISE DRIVE
DURANT, OK 74701 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095626082		2% 30 Days	Collect	6446079	WH18	4301214
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
ARRIVE LOGISTICS		86	1,462	DUQUESNE, PA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
PW5955SQ-9300	NA	NS	THERAPEDIC - CHARCOAL KNIT BED PILLOW - STD/QN (CASE PACK 10)				0.00	3,440.00

	MERCH TOTAL :	3,440.00
	FREIGHT TOTAL :	0.00
	MISC TOTAL :	0.00
	SALES TAX TOTAL :	0.00
	DISC TOTAL :	0.00
	DEPOSIT TOTAL :	0.00
AMOUNT DUE		USD 3,440.00
BY 12/12/2024		

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



Case 24-11967-JKS

~~Doc 1604-1 Filed 01/07/25~~

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INVOICE70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE NO 5981146

DATE 11/12/2024

DUNS# 825834260

Page 1 Of 1

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Big Lots-Tremont DC - #0874
Ship To Code: 0874
Closeout Distribution Inc.
50 RAUSCH CREEK RD
TREMONT, PA 17981 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095624840		2% 30 Days	Collect	6446081	WH18	4299074
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
CH ROBINSON CROSSDOCK		51	867	DUQUESNE, PA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
PW5955SQ-9300	NA	NS	THERAPEDIC - CHARCOAL KNIT BED PILLOW - STD/QN (CASE PACK 10)				0.00	2,040.00

	MERCH TOTAL :	2,040.00
	FREIGHT TOTAL :	0.00
	MISC TOTAL :	0.00
	SALES TAX TOTAL :	0.00
	DISC TOTAL :	0.00
	DEPOSIT TOTAL :	0.00
AMOUNT DUE		USD 2,040.00
BY 12/12/2024		

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE

INVOICE NO 5981147

DATE 11/12/2024

Page 1 Of 1

DUNS# 825834260

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Durant DC - #0879
Ship To Code: 0879
Big Lots-DURANT DC LLC
2306 ENTERPRISE DRIVE
DURANT, OK 74701 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095624841		2% 30 Days	Collect	6446082	WH18	4301214
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
ARRIVE LOGISTICS		86	1,462	DUQUESNE, PA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
PW5955SQ-9300	NA	NS	THERAPEDIC - CHARCOAL KNIT BED PILLOW - STD/QN (CASE PACK 10)				0.00	3,440.00

	MERCH TOTAL :	3,440.00
	FREIGHT TOTAL :	0.00
	MISC TOTAL :	0.00
	SALES TAX TOTAL :	0.00
	DISC TOTAL :	0.00
	DEPOSIT TOTAL :	0.00
AMOUNT DUE		USD 3,440.00
BY 12/12/2024		

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE

INVOICE NO 5981148

DATE 11/12/2024

Page 1 Of 1

DUNS# 825834260

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Durant DC - #0879
Ship To Code: 0879
Big Lots-DURANT DC LLC
2306 ENTERPRISE DRIVE
DURANT, OK 74701 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095624844		2% 30 Days	Collect	6446085	WH19	4284002
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
Alabama Motor Express		390	6,630	TIFTON, GA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
PW5565SQ-9300	NA	NS	LONDON FOG - 2PK ALL POSITION BED PILLOW 20X28 - STD/QN				0.00	12,675.00

	MERCH TOTAL :	12,675.00
	FREIGHT TOTAL :	0.00
	MISC TOTAL :	0.00
	SALES TAX TOTAL :	0.00
	DISC TOTAL :	0.00
	DEPOSIT TOTAL :	0.00
AMOUNT DUE		USD 12,675.00
BY 12/12/2024		

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE

INVOICE NO 5984230

DATE 11/12/2024

Page 1 Of 1

DUNS# 825834260

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Big Lots-Tremont DC - #0874
Ship To Code: 0874
Closeout Distribution Inc.
50 RAUSCH CREEK RD
TREMONT, PA 17981 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095400922		2% 30 Days	Collect	6341512	WH32	4312884
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
BLUE GRACE LOGISTICS		230	4,140	DALTON, GA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
PW6128SQ-9300	NA	NS	THERAPEDIC - 2PK COPPER BED PILLOW - STD/QN (CASE PACK 5)				0.00	9,775.00

	MERCH TOTAL :	9,775.00
	FREIGHT TOTAL :	0.00
	MISC TOTAL :	0.00
	SALES TAX TOTAL :	0.00
	DISC TOTAL :	0.00
	DEPOSIT TOTAL :	0.00
AMOUNT DUE		USD 9,775.00
BY 12/12/2024		

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



PEM-AMERICA, Inc.

Case 24-11967-JKS Doc 1604-1 Filed 01/07/25

Page 63 of 112

INVOICE

INVOICE NO 5984675

DATE 11/13/2024

Page 1 Of 1

DUNS# 825834260

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Montgomery DC - #0870
Ship To Code: 0870
Big Lots Stores--CSC Dist. LLC
2855 SELMA HIGHWAY
MONTGOMERY, AL 36108 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095624842		2% 30 Days	Collect	6446083	WH19	4286117
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
C.H. ROBINSON		312	5,766	TIFTON, GA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
PW5565SQ-9300	NA	NS	LONDON FOG - 2PK ALL POSITION BED PILLOW 20X28 - STD/QN				0.00	10,140.00

	MERCH TOTAL :	10,140.00
	FREIGHT TOTAL :	0.00
	MISC TOTAL :	0.00
	SALES TAX TOTAL :	0.00
	DISC TOTAL :	0.00
	DEPOSIT TOTAL :	0.00
	AMOUNT DUE	USD 10,140.00
BY 12/13/2024		

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE

INVOICE NO 5984676

DATE 11/13/2024

Page 1 Of 1

DUNS# 825834260

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Montgomery DC - #0870
Ship To Code: 0870
Big Lots Stores--CSC Dist. LLC
2855 SELMA HIGHWAY
MONTGOMERY, AL 36108 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095624842		2% 30 Days	Collect	6446083	WH19	4304915
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
C.H. ROBINSON		312	5,766	TIFTON, GA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
PW5565SQ-9300	NA	NS	LONDON FOG - 2PK ALL POSITION BED PILLOW 20X28 - STD/QN				0.00	10,140.00

	MERCH TOTAL :	10,140.00
	FREIGHT TOTAL :	0.00
	MISC TOTAL :	0.00
	SALES TAX TOTAL :	0.00
	DISC TOTAL :	0.00
	DEPOSIT TOTAL :	0.00
AMOUNT DUE		USD 10,140.00
BY 12/13/2024		

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



PEM-AMERICA, Inc.

70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE

INVOICE NO 5984677

DATE 11/13/2024

Page 1 Of 1

DUNS# 825834260

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Big Lots-Tremont DC - #0874
Ship To Code: 0874
Closeout Distribution Inc.
50 RAUSCH CREEK RD
TREMONT, PA 17981 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095624856		2% 30 Days	Collect	6446093	WH20	4302434
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
PLS LOGISTICS SERVICES		300	5,100	DALLAS, TX		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
PW5854EUSQ-9345	NA	NS	LIFESTYLES - SCENTED 2PK BED PILLOW STD/QN - EUCALYPTUS				0.00	11,250.00

	MERCH TOTAL :	11,250.00
	FREIGHT TOTAL :	0.00
	MISC TOTAL :	0.00
	SALES TAX TOTAL :	0.00
	DISC TOTAL :	0.00
	DEPOSIT TOTAL :	0.00
AMOUNT DUE		USD 11,250.00
BY 12/13/2024		

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE

INVOICE NO 5986143

DATE 11/13/2024

Page 1 Of 1

DUNS# 825834260

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Montgomery DC - #0870
Ship To Code: 0870
Big Lots Stores--CSC Dist. LLC
2855 SELMA HIGHWAY
MONTGOMERY, AL 36108 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095624838		2% 30 Days	Collect	6446080	WH18	4303289
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
BLUE GRACE LOGISTICS		257	4,369	DUQUESNE, PA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
PW5955SQ-9300	NA	NS	THERAPEDIC - CHARCOAL KNIT BED PILLOW - STD/QN (CASE PACK 10)				0.00	10,280.00

	MERCH TOTAL :	10,280.00
	FREIGHT TOTAL :	0.00
	MISC TOTAL :	0.00
	SALES TAX TOTAL :	0.00
	DISC TOTAL :	0.00
	DEPOSIT TOTAL :	0.00
AMOUNT DUE		USD 10,280.00
BY 12/13/2024		

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE

INVOICE NO 5986887

DATE 11/14/2024

DUNS# 825834260

Page 1 Of 1

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Big Lots-Tremont DC - #0874
Ship To Code: 0874
Closeout Distribution Inc.
50 RAUSCH CREEK RD
TREMONT, PA 17981 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095624856		2% 30 Days	Collect	6446093	WH20	4310087
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
C.H. ROBINSON		150	2,550	DALLAS, TX		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
PW5854TTSQ-9345	NA	NS	LIFESTYLES - SCENTED 2PK BED PILLOW STD/QN - TEA TREE OIL				0.00	5,625.00

	MERCH TOTAL :	5,625.00
	FREIGHT TOTAL :	0.00
	MISC TOTAL :	0.00
	SALES TAX TOTAL :	0.00
	DISC TOTAL :	0.00
	DEPOSIT TOTAL :	0.00
AMOUNT DUE		USD 5,625.00
BY 12/14/2024		

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE

INVOICE NO 5987336

DATE 11/14/2024

Page 1 Of 1

DUNS# 825834260

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Big Lots-Tremont DC - #0874
Ship To Code: 0874
Closeout Distribution Inc.
50 RAUSCH CREEK RD
TREMONT, PA 17981 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095609174		2% 30 Days	Collect	6454607	WH4	4309574
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
Steam Logistics, LLC		723	6,311	Bell, CA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
CF5333BRQN-43	NA	NS	LONDON FOG - FAUX RABBIT COMFORTER - QUEEN - BROWN				0.00	6,708.00
CF5333GRQN-43	NA	NS	LONDON FOG - FAUX RABBIT COMFORTER - QUEEN - GREY				0.00	8,127.00
CF5333WHQN-43	NA	NS	LONDON FOG - FAUX RABBIT COMFORTER - QUEEN - WHITE				0.00	3,870.00
CF5334BRKG-43	NA	NS	LONDON FOG - FAUX RABBIT COMFORTER - KING - BROWN				0.00	4,050.00
CF5334GRKG-43	NA	NS	LONDON FOG - FAUX RABBIT COMFORTER - KING - GREY				0.00	5,400.00
CF5334WHKG-43	NA	NS	LONDON FOG - FAUX RABBIT COMFORTER - KING - WHITE				0.00	3,510.00

	MERCH TOTAL :	31,665.00
	FREIGHT TOTAL :	0.00
	MISC TOTAL :	0.00
	SALES TAX TOTAL :	0.00
	DISC TOTAL :	0.00
	DEPOSIT TOTAL :	0.00
AMOUNT DUE		USD 31,665.00
BY 12/14/2024		

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



PEM-AMERICA, Inc.

70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE

INVOICE NO 5989548

DATE 11/15/2024

DUNS# 825834260

Page 1 Of 1

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Big Lots-Tremont DC - #0874
Ship To Code: 0874
Closeout Distribution Inc.
50 RAUSCH CREEK RD
TREMONT, PA 17981 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095514097		2% 30 Days	Collect	6454605	WH4	4314979
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
Steam Logistics, LLC		328	3,037	Bell, CA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
CF5334GRKG-43	NA	NS	LONDON FOG - FAUX RABBIT COMFORTER - KING - GREY				0.00	8,820.00
CF5334WHKG-43	NA	NS	LONDON FOG - FAUX RABBIT COMFORTER - KING - WHITE				0.00	5,940.00

	MERCH TOTAL :	14,760.00
	FREIGHT TOTAL :	0.00
	MISC TOTAL :	0.00
	SALES TAX TOTAL :	0.00
	DISC TOTAL :	0.00
	DEPOSIT TOTAL :	0.00
AMOUNT DUE		USD 14,760.00
BY 12/15/2024		

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE

INVOICE NO 5991822

DATE 11/18/2024

Page 1 Of 1

DUNS# 825834260

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Big Lots-Tremont DC - #0874
Ship To Code: 0874
Closeout Distribution Inc.
50 RAUSCH CREEK RD
TREMONT, PA 17981 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095624856		2% 30 Days	Collect	6446093	WH20	4303290
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
PLS LOGISTICS SERVICES		300	4,200	DALLAS, TX		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
PW5854TTKG-9345	NA	NS	LIFESTYLES - SCENTED 2PK BED PILLOW KING - TEA TREE OIL				0.00	8,100.00

		MERCH TOTAL :	8,100.00
		FREIGHT TOTAL :	0.00
		MISC TOTAL :	0.00
		SALES TAX TOTAL :	0.00
		DISC TOTAL :	0.00
		DEPOSIT TOTAL :	0.00
		AMOUNT DUE	USD 8,100.00
		BY 12/18/2024	

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**INVOICE**

70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE NO 5992650

DATE 11/18/2024

DUNS# 825834260

Page 1 Of 2

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Big Lots-Tremont DC - #0874
Ship To Code: 0874
Closeout Distribution Inc.
50 RAUSCH CREEK RD
TREMONT, PA 17981 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095512721		2% 30 Days	Collect	6433310	WH19	4286944
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
C.H. ROBINSON		405	2,681	TIFTON, GA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
MPR4283WTFU-43	NA	NS	WHISPER BY THERAPEDIC COOLING WATERPROOF MATTRESS PROTECTOR - FULL				0.00	1,518.75
MPR4283WTKG-43	NA	NS	WHISPER BY THERAPEDIC COOLING WATERPROOF MATTRESS PROTECTOR - KING				0.00	947.70
MPR4283WTQN-43	NA	NS	WHISPER BY THERAPEDIC COOLING WATERPROOF MATTRESS PROTECTOR - QUEEN				0.00	3,003.30
MPR4283WTTW-43	NA	NS	WHISPER BY THERAPEDIC COOLING WATERPROOF MATTRESS PROTECTOR - TWIN				0.00	918.00
MPR4284WTFU-43	NA	NS	WHISPER BY THERAPEDIC COTTON / ANTIMICROBIAL MATTRESS PROTECTOR - FULL				0.00	720.90
MPR4284WTKG-43	NA	NS	WHISPER BY THERAPEDIC COTTON / ANTIMICROBIAL MATTRESS PROTECTOR - KING				0.00	276.00
MPR4284WTQN-43	NA	NS	WHISPER BY THERAPEDIC COTTON / ANTIMICROBIAL MATTRESS PROTECTOR - QUEEN				0.00	300.00
MPR4284WTTW-43	NA	NS	WHISPER BY THERAPEDIC COTTON / ANTIMICROBIAL MATTRESS PROTECTOR - TWIN				0.00	674.25
MPW4285WT-43	NA	NS	WHISPER BY THERAPEDIC COOLING PILLOW PROTECTOR - STD/QN				0.00	936.00

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE

INVOICE NO 5992650

DATE 11/18/2024

Page 2 Of 2

DUNS# 825834260

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Big Lots-Tremont DC - #0874
Ship To Code: 0874
Closeout Distribution Inc.
50 RAUSCH CREEK RD
TREMONT, PA 17981 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095512721		2% 30 Days	Collect	6433310	WH19	4286944
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
C.H. ROBINSON		405	2,681	TIFTON, GA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
MPW4286WT-43	NA	NS	WHISPER BY THERAPEDIC REAL LIVING SATIN PILLOW PROTECTOR - STD/QN				0.00	1,881.00

	MERCH TOTAL :	11,175.90
	FREIGHT TOTAL :	0.00
	MISC TOTAL :	0.00
	SALES TAX TOTAL :	0.00
	DISC TOTAL :	0.00
	DEPOSIT TOTAL :	0.00
AMOUNT DUE		USD 11,175.90
BY 12/18/2024		

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.

**INVOICE**70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE NO 5993923

DATE 11/19/2024

DUNS# 825834260

Page 1 Of 1

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Big Lots-Tremont DC - #0874
Ship To Code: 0874
Closeout Distribution Inc.
50 RAUSCH CREEK RD
TREMONT, PA 17981 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095624856		2% 30 Days	Collect	6446093	WH20	4304912
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
PLS LOGISTICS SERVICES		287	4,879	DALLAS, TX		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
PW5854EUSQ-9345	NA	NS	LIFESTYLES - SCENTED 2PK BED PILLOW STD/QN - EUCALYPTUS				0.00	10,762.50

	MERCH TOTAL :	10,762.50
	FREIGHT TOTAL :	0.00
	MISC TOTAL :	0.00
	SALES TAX TOTAL :	0.00
	DISC TOTAL :	0.00
	DEPOSIT TOTAL :	0.00
AMOUNT DUE		USD 10,762.50
BY 12/19/2024		

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE

INVOICE NO 5999597

DATE 11/20/2024

Page 1 Of 1

DUNS# 825834260

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Montgomery DC - #0870
Ship To Code: 0870
Big Lots Stores--CSC Dist. LLC
2855 SELMA HIGHWAY
MONTGOMERY, AL 36108 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095624855		2% 30 Days	Collect	6446092	WH20	4300604
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
CSD EXPRESS		300	5,100	DALLAS, TX		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
PW5854EUSQ-9345	NA	NS	LIFESTYLES - SCENTED 2PK BED PILLOW STD/QN - EUCALYPTUS				0.00	11,250.00

	MERCH TOTAL :	11,250.00
	FREIGHT TOTAL :	0.00
	MISC TOTAL :	0.00
	SALES TAX TOTAL :	0.00
	DISC TOTAL :	0.00
	DEPOSIT TOTAL :	0.00
AMOUNT DUE		USD 11,250.00
BY 12/20/2024		

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.

**INVOICE**70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE NO 5999792

DATE 11/20/2024

DUNS# 825834260

Page 1 Of 1

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Big Lots-Tremont DC - #0874
Ship To Code: 0874
Closeout Distribution Inc.
50 RAUSCH CREEK RD
TREMONT, PA 17981 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095624840		2% 30 Days	Collect	6446081	WH18	4301132
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
ARRIVE LOGISTICS		300	5,100	DUQUESNE, PA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
PW5955SQ-9300	NA	NS	THERAPEDIC - CHARCOAL KNIT BED PILLOW - STD/QN (CASE PACK 10)				0.00	12,000.00

	MERCH TOTAL :	12,000.00
	FREIGHT TOTAL :	0.00
	MISC TOTAL :	0.00
	SALES TAX TOTAL :	0.00
	DISC TOTAL :	0.00
	DEPOSIT TOTAL :	0.00
	AMOUNT DUE	USD 12,000.00
BY 12/20/2024		

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE

INVOICE NO 5999891

DATE 11/21/2024

Page 1 Of 2

DUNS# 825834260

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Montgomery DC - #0870
Ship To Code: 0870
Big Lots Stores--CSC Dist. LLC
2855 SELMA HIGHWAY
MONTGOMERY, AL 36108 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095512720		2% 30 Days	Collect	6433309	WH19	4317306
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
HOGAN TRANSPORT, INC		619	4,147	TIFTON, GA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
MPR4283WTFU-43	NA	NS	WHISPER BY THERAPEDIC COOLING WATERPROOF MATTRESS PROTECTOR - FULL				0.00	3,712.50
MPR4283WTKG-43	NA	NS	WHISPER BY THERAPEDIC COOLING WATERPROOF MATTRESS PROTECTOR - KING				0.00	5,030.10
MPR4283WTQN-43	NA	NS	WHISPER BY THERAPEDIC COOLING WATERPROOF MATTRESS PROTECTOR - QUEEN				0.00	1,086.30
MPR4283WTTW-43	NA	NS	WHISPER BY THERAPEDIC COOLING WATERPROOF MATTRESS PROTECTOR - TWIN				0.00	688.50
MPR4284WTFU-43	NA	NS	WHISPER BY THERAPEDIC COTTON / ANTIMICROBIAL MATTRESS PROTECTOR - FULL				0.00	293.70
MPR4284WTKG-43	NA	NS	WHISPER BY THERAPEDIC COTTON / ANTIMICROBIAL MATTRESS PROTECTOR - KING				0.00	1,380.00
MPR4284WTQN-43	NA	NS	WHISPER BY THERAPEDIC COTTON / ANTIMICROBIAL MATTRESS PROTECTOR - QUEEN				0.00	810.00
MPR4284WTTW-43	NA	NS	WHISPER BY THERAPEDIC COTTON / ANTIMICROBIAL MATTRESS PROTECTOR - TWIN				0.00	116.25
MPW4285WT-43	NA	NS	WHISPER BY THERAPEDIC COOLING PILLOW PROTECTOR - STD/QN				0.00	1,248.00

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



PEM-AMERICA, Inc.

Case 24-11967-JKS Doc 1604-1 Filed 01/07/25 Page 77 of 112

70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE

INVOICE NO 5999891

DATE 11/21/2024

DUNS# 825834260

Page 2 Of 2

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Montgomery DC - #0870
Ship To Code: 0870
Big Lots Stores—CSC Dist. LLC
2855 SELMA HIGHWAY
MONTGOMERY, AL 36108 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095512720		2% 30 Days	Collect	6433309	WH19	4317306
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
HOGAN TRANSPORT, INC		619	4,147	TIFTON, GA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
MPW4286WT-43	NA	NS	WHISPER BY THERAPEDIC REAL LIVING SATIN PILLOW PROTECTOR - STD/QN				0.00	2,684.70

	MERCH TOTAL :	17,050.05
	FREIGHT TOTAL :	0.00
	MISC TOTAL :	0.00
	SALES TAX TOTAL :	0.00
	DISC TOTAL :	0.00
	DEPOSIT TOTAL :	0.00
AMOUNT DUE		USD 17,050.05
BY 12/21/2024		

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE

INVOICE NO 5999916

DATE 11/21/2024

Page 1 Of 2

DUNS# 825834260

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Durant DC - #0879
Ship To Code: 0879
Big Lots-DURANT DC LLC
2306 ENTERPRISE DRIVE
DURANT, OK 74701 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095512722		2% 30 Days	Collect	6433311	WH19	4316818
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
XPO Logistics		256	1,999	TIFTON, GA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
MPR4283WTFU-43	NA	NS	WHISPER BY THERAPEDIC COOLING WATERPROOF MATTRESS PROTECTOR - FULL				0.00	468.75
MPR4283WTKG-43	NA	NS	WHISPER BY THERAPEDIC COOLING WATERPROOF MATTRESS PROTECTOR - KING				0.00	1,458.00
MPR4283WTQN-43	NA	NS	WHISPER BY THERAPEDIC COOLING WATERPROOF MATTRESS PROTECTOR - QUEEN				0.00	2,875.50
MPR4283WTTW-43	NA	NS	WHISPER BY THERAPEDIC COOLING WATERPROOF MATTRESS PROTECTOR - TWIN				0.00	229.50
MPR4284WTFU-43	NA	NS	WHISPER BY THERAPEDIC COTTON / ANTIMICROBIAL MATTRESS PROTECTOR - FULL				0.00	507.30
MPR4284WTKG-43	NA	NS	WHISPER BY THERAPEDIC COTTON / ANTIMICROBIAL MATTRESS PROTECTOR - KING				0.00	414.00
MPR4284WTQN-43	NA	NS	WHISPER BY THERAPEDIC COTTON / ANTIMICROBIAL MATTRESS PROTECTOR - QUEEN				0.00	660.00
MPR4284WTTW-43	NA	NS	WHISPER BY THERAPEDIC COTTON / ANTIMICROBIAL MATTRESS PROTECTOR - TWIN				0.00	162.75
MPW4285WT-43	NA	NS	WHISPER BY THERAPEDIC COOLING PILLOW PROTECTOR - STD/QN				0.00	624.00

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



PEM-AMERICA, Inc.

Case 24-11967-JKS Doc 1604-1 Filed 01/07/25

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INVOICE70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE NO 5999916

DATE 11/21/2024

DUNS# 825834260

Page 2 Of 2

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Durant DC - #0879
Ship To Code: 0879
Big Lots-DURANT DC LLC
2306 ENTERPRISE DRIVE
DURANT, OK 74701 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095512722		2% 30 Days	Collect	6433311	WH19	4316818
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
XPO Logistics		256	1,999	TIFTON, GA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
MPW4286WT-43	NA	NS	WHISPER BY THERAPEDIC REAL LIVING SATIN PILLOW PROTECTOR - STD/QN				0.00	1,043.10

	MERCH TOTAL :	8,442.90
	FREIGHT TOTAL :	0.00
	MISC TOTAL :	0.00
	SALES TAX TOTAL :	0.00
	DISC TOTAL :	0.00
	DEPOSIT TOTAL :	0.00
AMOUNT DUE		USD 8,442.90
BY 12/21/2024		

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE

INVOICE NO 5999917

DATE 11/21/2024

Page 1 Of 2

DUNS# 825834260

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Durant DC - #0879
Ship To Code: 0879
Big Lots-DURANT DC LLC
2306 ENTERPRISE DRIVE
DURANT, OK 74701 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095615213		2% 30 Days	Collect	6440217	WH19	4316819
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
XPO Logistics		289	2,459	TIFTON, GA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
MPR4283WTFU-43	NA	NS	WHISPER BY THERAPEDIC COOLING WATERPROOF MATTRESS PROTECTOR - FULL				0.00	1,237.50
MPR4283WTKG-43	NA	NS	WHISPER BY THERAPEDIC COOLING WATERPROOF MATTRESS PROTECTOR - KING				0.00	1,895.40
MPR4283WTQN-43	NA	NS	WHISPER BY THERAPEDIC COOLING WATERPROOF MATTRESS PROTECTOR - QUEEN				0.00	3,450.60
MPR4283WTTW-43	NA	NS	WHISPER BY THERAPEDIC COOLING WATERPROOF MATTRESS PROTECTOR - TWIN				0.00	275.40
MPR4284WTFU-43	NA	NS	WHISPER BY THERAPEDIC COTTON / ANTIMICROBIAL MATTRESS PROTECTOR - FULL				0.00	213.60
MPR4284WTKG-43	NA	NS	WHISPER BY THERAPEDIC COTTON / ANTIMICROBIAL MATTRESS PROTECTOR - KING				0.00	207.00
MPR4284WTQN-43	NA	NS	WHISPER BY THERAPEDIC COTTON / ANTIMICROBIAL MATTRESS PROTECTOR - QUEEN				0.00	690.00
MPR4284WTTW-43	NA	NS	WHISPER BY THERAPEDIC COTTON / ANTIMICROBIAL MATTRESS PROTECTOR - TWIN				0.00	627.75
MPW4285WT-43	NA	NS	WHISPER BY THERAPEDIC COOLING PILLOW PROTECTOR - STD/QN				0.00	546.00

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



PEM-AMERICA, Inc.

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70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241**INVOICE**

INVOICE NO 5999917

DATE 11/21/2024

Page 2 Of 2

DUNS# 825834260

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Durant DC - #0879
Ship To Code: 0879
Big Lots-DURANT DC LLC
2306 ENTERPRISE DRIVE
DURANT, OK 74701 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095615213		2% 30 Days	Collect	6440217	WH19	4316819
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
XPO Logistics		289	2,459	TIFTON, GA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
MPW4286WT-43	NA	NS	WHISPER BY THERAPEDIC REAL LIVING SATIN PILLOW PROTECTOR - STD/QN				0.00	649.80

	MERCH TOTAL :	9,793.05
	FREIGHT TOTAL :	0.00
	MISC TOTAL :	0.00
	SALES TAX TOTAL :	0.00
	DISC TOTAL :	0.00
	DEPOSIT TOTAL :	0.00
AMOUNT DUE		USD 9,793.05
BY 12/21/2024		

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE

INVOICE NO 5999918

DATE 11/21/2024

Page 1 Of 1

DUNS# 825834260

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Durant DC - #0879
Ship To Code: 0879
Big Lots-DURANT DC LLC
2306 ENTERPRISE DRIVE
DURANT, OK 74701 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095624844		2% 30 Days	Collect	6446085	WH19	4279366
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
Alabama Motor Express		282	4,794	TIFTON, GA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
PW5565SQ-9300	NA	NS	LONDON FOG - 2PK ALL POSITION BED PILLOW 20X28 - STD/QN				0.00	9,165.00

	MERCH TOTAL :	9,165.00
	FREIGHT TOTAL :	0.00
	MISC TOTAL :	0.00
	SALES TAX TOTAL :	0.00
	DISC TOTAL :	0.00
	DEPOSIT TOTAL :	0.00
AMOUNT DUE		USD 9,165.00
BY 12/21/2024		

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



PEM-AMERICA, Inc.

Case 24-11967-JKS Doc 1604-1 Filed 01/07/25 Page 83 of 112

INVOICE70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE NO 6002670

DATE 11/22/2024

DUNS# 825834260

Page 1 Of 1

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Big Lots-Tremont DC - #0874
Ship To Code: 0874
Closeout Distribution Inc.
50 RAUSCH CREEK RD
TREMONT, PA 17981 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095514097		2% 30 Days	Collect	6454605	WH4	4314978
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
Nolan Transportation Group LLC		853	7,275	Bell, CA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
CF5333BRQN-43	NA	NS	LONDON FOG - FAUX RABBIT COMFORTER - QUEEN - BROWN				0.00	11,008.00
CF5333GRQN-43	NA	NS	LONDON FOG - FAUX RABBIT COMFORTER - QUEEN - GREY				0.00	13,287.00
CF5333WHQN-43	NA	NS	LONDON FOG - FAUX RABBIT COMFORTER - QUEEN - WHITE				0.00	6,106.00
CF5334BRKG-43	NA	NS	LONDON FOG - FAUX RABBIT COMFORTER - KING - BROWN				0.00	6,570.00

	MERCH TOTAL :	36,971.00
	FREIGHT TOTAL :	0.00
	MISC TOTAL :	0.00
	SALES TAX TOTAL :	0.00
	DISC TOTAL :	0.00
	DEPOSIT TOTAL :	0.00
AMOUNT DUE		USD 36,971.00
BY 12/22/2024		

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE

INVOICE NO 6003083

DATE 11/25/2024

Page 1 Of 1

DUNS# 825834260

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Montgomery DC - #0870
Ship To Code: 0870
Big Lots Stores--CSC Dist. LLC
2855 SELMA HIGHWAY
MONTGOMERY, AL 36108 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095624855		2% 30 Days	Collect	6446092	WH20	4287034
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
CSD EXPRESS		244	3,551	DALLAS, TX		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
PW5854EUSQ-9345	NA	NS	LIFESTYLES - SCENTED 2PK BED PILLOW STD/QN - EUCALYPTUS				0.00	1,687.50
PW5854TTKG-9345	NA	NS	LIFESTYLES - SCENTED 2PK BED PILLOW KING - TEA TREE OIL				0.00	5,373.00

	MERCH TOTAL :	7,060.50
	FREIGHT TOTAL :	0.00
	MISC TOTAL :	0.00
	SALES TAX TOTAL :	0.00
	DISC TOTAL :	0.00
	DEPOSIT TOTAL :	0.00
AMOUNT DUE		USD 7,060.50
BY 12/25/2024		

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



PEM-AMERICA, Inc.

70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE

INVOICE NO 6003084

DATE 11/25/2024

DUNS# 825834260

Page 1 Of 1

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Montgomery DC - #0870
Ship To Code: 0870
Big Lots Stores--CSC Dist. LLC
2855 SELMA HIGHWAY
MONTGOMERY, AL 36108 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095624855		2% 30 Days	Collect	6446092	WH20	4300682
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
CSD EXPRESS		60	1,020	DALLAS, TX		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
PW5854TTSQ-9345	NA	NS	LIFESTYLES - SCENTED 2PK BED PILLOW STD/QN - TEA TREE OIL				0.00	2,250.00

	MERCH TOTAL :	2,250.00
	FREIGHT TOTAL :	0.00
	MISC TOTAL :	0.00
	SALES TAX TOTAL :	0.00
	DISC TOTAL :	0.00
	DEPOSIT TOTAL :	0.00
AMOUNT DUE		USD 2,250.00
BY 12/25/2024		

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE

INVOICE NO 6010452

DATE 11/26/2024

Page 1 Of 1

DUNS# 825834260

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Montgomery DC - #0870
Ship To Code: 0870
Big Lots Stores--CSC Dist. LLC
2855 SELMA HIGHWAY
MONTGOMERY, AL 36108 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095512355		2% 30 Days	Collect	6367621	WH4	4332178
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
CH ROBINSON CROSSDOCK		129	2,920	Bell, CA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
MP5342WTFU-43	NA	NS	WHISPER BY THERAPEDIC COOL TOUCH MATTRESS PAD - FULL				0.00	1,884.48
MP5342WTKG-43	NA	NS	WHISPER BY THERAPEDIC COOL TOUCH MATTRESS PAD - KING				0.00	3,848.32
MP5342WTQN-43	NA	NS	WHISPER BY THERAPEDIC COOL TOUCH MATTRESS PAD - QUEEN				0.00	1,855.04

MERCH TOTAL : 7,587.84
FREIGHT TOTAL : 0.00
MISC TOTAL : 0.00
SALES TAX TOTAL : 0.00
DISC TOTAL : 0.00
DEPOSIT TOTAL : 0.00

AMOUNT DUE USD 7,587.84
BY 12/26/2024

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



PEM-AMERICA, Inc.

Case 24-11967-JKS Doc 1604-1 Filed 01/07/25 Page 87 of 112

70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241**INVOICE**

INVOICE NO 6010453

DATE 11/26/2024

DUNS# 825834260

Page 1 Of 1

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Big Lots-Tremont DC - #0874
Ship To Code: 0874
Closeout Distribution Inc.
50 RAUSCH CREEK RD
TREMONT, PA 17981 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095512356		2% 30 Days	Collect	6367622	WH4	4332180
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
CH ROBINSON CROSSDOCK		65	1,453	Bell, CA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
MP5342WTFU-43	NA	NS	WHISPER BY THERAPEDIC COOL TOUCH MATTRESS PAD - FULL				0.00	966.40
MP5342WTKG-43	NA	NS	WHISPER BY THERAPEDIC COOL TOUCH MATTRESS PAD - KING				0.00	1,718.00
MP5342WTQN-43	NA	NS	WHISPER BY THERAPEDIC COOL TOUCH MATTRESS PAD - QUEEN				0.00	1,091.20

	MERCH TOTAL :	3,775.60
	FREIGHT TOTAL :	0.00
	MISC TOTAL :	0.00
	SALES TAX TOTAL :	0.00
	DISC TOTAL :	0.00
	DEPOSIT TOTAL :	0.00
AMOUNT DUE		USD 3,775.60
BY 12/26/2024		

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE

INVOICE NO 6023329

DATE 12/02/2024

Page 1 Of 1

DUNS# 825834260

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Durant DC - #0879
Ship To Code: 0879
Big Lots-DURANT DC LLC
2306 ENTERPRISE DRIVE
DURANT, OK 74701 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095512357		2% 30 Days	Collect	6367623	WH4	4332179
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
CH ROBINSON CROSSDOCK		47	1,080	Bell, CA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
MP5342WTFU-43	NA	NS	WHISPER BY THERAPEDIC COOL TOUCH MATTRESS PAD - FULL				0.00	483.20
MP5342WTKG-43	NA	NS	WHISPER BY THERAPEDIC COOL TOUCH MATTRESS PAD - KING				0.00	1,443.12
MP5342WTQN-43	NA	NS	WHISPER BY THERAPEDIC COOL TOUCH MATTRESS PAD - QUEEN				0.00	872.96

		MERCH TOTAL :	2,799.28
		FREIGHT TOTAL :	0.00
		MISC TOTAL :	0.00
		SALES TAX TOTAL :	0.00
		DISC TOTAL :	0.00
		DEPOSIT TOTAL :	0.00
		AMOUNT DUE	USD 2,799.28
		BY 01/01/2025	

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



PEM-AMERICA, Inc.

70 WEST 36TH ST., 2nd FLOOR
 NEW YORK NY 10018 US
 Tel. 212 481-2141 Fax. 212 481-2241

INVOICE

INVOICE NO 6024590

DATE 12/03/2024

DUNS# 825834260

Page 1 Of 1

Bill To

BIG LOTS STORES INC.
 4900 E. Dublin Granville Rd
 Columbus, OH 43081-7651 US

Ship To

Big Lots-Tremont DC - #0874
 Ship To Code: 0874
 Closeout Distribution Inc.
 50 RAUSCH CREEK RD
 TREMONT, PA 17981 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095624843		2% 30 Days	Collect	6446084	WH19	4279365
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
C.H. ROBINSON		324	5,508	TIFTON, GA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
PW5565SQ-9300	NA	NS	LONDON FOG - 2PK ALL POSITION BED PILLOW 20X28 - STD/QN				0.00	10,530.00

	MERCH TOTAL :	10,530.00
	FREIGHT TOTAL :	0.00
	MISC TOTAL :	0.00
	SALES TAX TOTAL :	0.00
	DISC TOTAL :	0.00
	DEPOSIT TOTAL :	0.00
AMOUNT DUE		USD 10,530.00
BY 01/02/2025		

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE

INVOICE NO 6024591

DATE 12/03/2024

Page 1 Of 1

DUNS# 825834260

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Big Lots-Tremont DC - #0874
Ship To Code: 0874
Closeout Distribution Inc.
50 RAUSCH CREEK RD
TREMONT, PA 17981 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095624843		2% 30 Days	Collect	6446084	WH19	4280568
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
C.H. ROBINSON		390	6,630	TIFTON, GA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
PW5565SQ-9300	NA	NS	LONDON FOG - 2PK ALL POSITION BED PILLOW 20X28 - STD/QN				0.00	12,675.00

	MERCH TOTAL :	12,675.00
	FREIGHT TOTAL :	0.00
	MISC TOTAL :	0.00
	SALES TAX TOTAL :	0.00
	DISC TOTAL :	0.00
	DEPOSIT TOTAL :	0.00
AMOUNT DUE		USD 12,675.00
BY 01/02/2025		

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE

INVOICE NO 6027214

DATE 12/03/2024

Page 1 Of 1

DUNS# 825834260

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Big Lots-Tremont DC - #0874
Ship To Code: 0874
Closeout Distribution Inc.
50 RAUSCH CREEK RD
TREMONT, PA 17981 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095609136		2% 30 Days	Collect	6427641	WH32	4342279
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
CH ROBINSON CROSSDOCK		132	2,376	DALTON, GA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
PW6128SQ-9300	NA	NS	THERAPEDIC - 2PK COPPER BED PILLOW - STD/QN (CASE PACK 5)				0.00	5,610.00

	MERCH TOTAL :	5,610.00
	FREIGHT TOTAL :	0.00
	MISC TOTAL :	0.00
	SALES TAX TOTAL :	0.00
	DISC TOTAL :	0.00
	DEPOSIT TOTAL :	0.00
AMOUNT DUE		USD 5,610.00
BY 01/02/2025		

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE

INVOICE NO 6034500

DATE 12/04/2024

Page 1 Of 1

DUNS# 825834260

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Big Lots-Tremont DC - #0874
Ship To Code: 0874
Closeout Distribution Inc.
50 RAUSCH CREEK RD
TREMONT, PA 17981 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095609135		2% 30 Days	Collect	6427640	WH32	4337519
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
TRANSFIX INC		220	3,960	DALTON, GA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
PW6128SQ-9300	NA	NS	THERAPEDIC - 2PK COPPER BED PILLOW - STD/QN (CASE PACK 5)				0.00	9,350.00

	MERCH TOTAL :	9,350.00
	FREIGHT TOTAL :	0.00
	MISC TOTAL :	0.00
	SALES TAX TOTAL :	0.00
	DISC TOTAL :	0.00
	DEPOSIT TOTAL :	0.00
AMOUNT DUE		USD 9,350.00
BY 01/03/2025		

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



Case 24-11967-JKS

Doc 1604-1

Filed 01/07/25

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INVOICE

70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE NO 6036562

DATE 12/04/2024

DUNS# 825834260

Page 1 Of 1

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Big Lots-Tremont DC - #0874
Ship To Code: 0874
Closeout Distribution Inc.
50 RAUSCH CREEK RD
TREMONT, PA 17981 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095609135		2% 30 Days	Collect	6427640	WH32	4342275
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
TRANSFIX INC		56	5,040	DALTON, GA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
PW6128SQ25-9300	NA	NS	THERAPEDIC - 2PK COPPER BED PILLOW - STD/QN (CASE PACK 25)				0.00	11,900.00

	MERCH TOTAL :	11,900.00
	FREIGHT TOTAL :	0.00
	MISC TOTAL :	0.00
	SALES TAX TOTAL :	0.00
	DISC TOTAL :	0.00
	DEPOSIT TOTAL :	0.00
	AMOUNT DUE	USD 11,900.00
BY 01/03/2025		

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE

INVOICE NO 6037523

DATE 12/05/2024

Page 1 Of 1

DUNS# 825834260

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Big Lots-Tremont DC - #0874
Ship To Code: 0874
Closeout Distribution Inc.
50 RAUSCH CREEK RD
TREMONT, PA 17981 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095624853		2% 30 Days	Collect	6446090	WH19	4304916
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
C.H. ROBINSON		312	5,304	TIFTON, GA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
PW5475EF-9345	NA	NS	LONDON FOG - EXTRA FIRM SINGLE BED PILLOW 20X28 STD./QN				0.00	10,920.00

	MERCH TOTAL :	10,920.00
	FREIGHT TOTAL :	0.00
	MISC TOTAL :	0.00
	SALES TAX TOTAL :	0.00
	DISC TOTAL :	0.00
	DEPOSIT TOTAL :	0.00
AMOUNT DUE		USD 10,920.00
BY 01/04/2025		

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



PEM-AMERICA, Inc.

Case 24-11967-JKS Doc 1604-1 Filed 01/07/25

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INVOICE70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE NO 6038305

DATE 12/05/2024

Page 1 Of 1

DUNS# 825834260

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Big Lots-Tremont DC - #0874
Ship To Code: 0874
Closeout Distribution Inc.
50 RAUSCH CREEK RD
TREMONT, PA 17981 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095609135		2% 30 Days	Collect	6427640	WH32	4336912
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
TRANSFIX INC		56	5,040	DALTON, GA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
PW6128SQ25-9300	NA	NS	THERAPEDIC - 2PK COPPER BED PILLOW - STD/QN (CASE PACK 25)				0.00	11,900.00

	MERCH TOTAL :	11,900.00
	FREIGHT TOTAL :	0.00
	MISC TOTAL :	0.00
	SALES TAX TOTAL :	0.00
	DISC TOTAL :	0.00
	DEPOSIT TOTAL :	0.00
AMOUNT DUE		USD 11,900.00
BY 01/04/2025		

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE

INVOICE NO 6040331

DATE 12/06/2024

Page 1 Of 1

DUNS# 825834260

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Big Lots-Tremont DC - #0874
Ship To Code: 0874
Closeout Distribution Inc.
50 RAUSCH CREEK RD
TREMONT, PA 17981 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095609135		2% 30 Days	Collect	6427640	WH32	4365060
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
TRANSFIX INC		56	5,040	DALTON, GA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
PW6128SQ25-9300	NA	NS	THERAPEDIC - 2PK COPPER BED PILLOW - STD/QN (CASE PACK 25)				0.00	11,900.00

	MERCH TOTAL :	11,900.00
	FREIGHT TOTAL :	0.00
	MISC TOTAL :	0.00
	SALES TAX TOTAL :	0.00
	DISC TOTAL :	0.00
	DEPOSIT TOTAL :	0.00
AMOUNT DUE		USD 11,900.00
BY 01/05/2025		

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE

INVOICE NO 6043333

DATE 12/09/2024

Page 1 Of 1

DUNS# 825834260

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Big Lots-Tremont DC - #0874
Ship To Code: 0874
Closeout Distribution Inc.
50 RAUSCH CREEK RD
TREMONT, PA 17981 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095609135		2% 30 Days	Collect	6427640	WH32	4365061
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
TRANSFIX INC		52	4,680	DALTON, GA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
PW6128SQ25-9300	NA	NS	THERAPEDIC - 2PK COPPER BED PILLOW - STD/QN (CASE PACK 25)				0.00	11,050.00

	MERCH TOTAL :	11,050.00
	FREIGHT TOTAL :	0.00
	MISC TOTAL :	0.00
	SALES TAX TOTAL :	0.00
	DISC TOTAL :	0.00
	DEPOSIT TOTAL :	0.00
AMOUNT DUE		USD 11,050.00
BY 01/08/2025		

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE

INVOICE NO 6046021

DATE 12/09/2024

Page 1 Of 1

DUNS# 825834260

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Montgomery DC - #0870
Ship To Code: 0870
Big Lots Stores--CSC Dist. LLC
2855 SELMA HIGHWAY
MONTGOMERY, AL 36108 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095559414		2% 30 Days	Collect	6401597	WH4	4347565
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
CH ROBINSON CROSSDOCK		212	1,230	Bell, CA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
MPR4283WTQN-43	NA	NS	WHISPER BY THERAPEDIC COOLING WATERPROOF MATTRESS PROTECTOR - QUEEN				0.00	319.50
MPR4283WTTW-43	NA	NS	WHISPER BY THERAPEDIC COOLING WATERPROOF MATTRESS PROTECTOR - TWIN				0.00	91.80
MPR4284WTFU-43	NA	NS	WHISPER BY THERAPEDIC COTTON / ANTIMICROBIAL MATTRESS PROTECTOR - FULL				0.00	961.20
MPR4284WTKG-43	NA	NS	WHISPER BY THERAPEDIC COTTON / ANTIMICROBIAL MATTRESS PROTECTOR - KING				0.00	2,518.50
MPR4284WTQN-43	NA	NS	WHISPER BY THERAPEDIC COTTON / ANTIMICROBIAL MATTRESS PROTECTOR - QUEEN				0.00	660.00
MPR4284WTTW-43	NA	NS	WHISPER BY THERAPEDIC COTTON / ANTIMICROBIAL MATTRESS PROTECTOR - TWIN				0.00	1,720.50

		MERCH TOTAL :	6,271.50
		FREIGHT TOTAL :	0.00
		MISC TOTAL :	0.00
		SALES TAX TOTAL :	0.00
		DISC TOTAL :	0.00
		DEPOSIT TOTAL :	0.00
		AMOUNT DUE	USD 6,271.50
		BY 01/08/2025	

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



PEM-AMERICA, Inc.

Case 24-11967-JKS Doc 1604-1 Filed 01/07/25 Page 99 of 112

70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241**INVOICE**

INVOICE NO 6046023

DATE 12/09/2024

DUNS# 825834260

Page 1 Of 1

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Big Lots-Tremont DC - #0874
Ship To Code: 0874
Closeout Distribution Inc.
50 RAUSCH CREEK RD
TREMONT, PA 17981 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095559413		2% 30 Days	Collect	6528515	WH4	4347564
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
CH ROBINSON CROSSDOCK		192	1,103	Bell, CA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
MPR4283WTFU-43	NA	NS	WHISPER BY THERAPEDIC COOLING WATERPROOF MATTRESS PROTECTOR - FULL				0.00	637.50
MPR4283WTKG-43	NA	NS	WHISPER BY THERAPEDIC COOLING WATERPROOF MATTRESS PROTECTOR - KING				0.00	729.00
MPR4283WTTW-43	NA	NS	WHISPER BY THERAPEDIC COOLING WATERPROOF MATTRESS PROTECTOR - TWIN				0.00	91.80
MPR4284WTFU-43	NA	NS	WHISPER BY THERAPEDIC COTTON / ANTIMICROBIAL MATTRESS PROTECTOR - FULL				0.00	2,162.70
MPR4284WTQN-43	NA	NS	WHISPER BY THERAPEDIC COTTON / ANTIMICROBIAL MATTRESS PROTECTOR - QUEEN				0.00	840.00
MPR4284WTTW-43	NA	NS	WHISPER BY THERAPEDIC COTTON / ANTIMICROBIAL MATTRESS PROTECTOR - TWIN				0.00	860.25

	MERCH TOTAL :	5,321.25
	FREIGHT TOTAL :	0.00
	MISC TOTAL :	0.00
	SALES TAX TOTAL :	0.00
	DISC TOTAL :	0.00
	DEPOSIT TOTAL :	0.00
AMOUNT DUE		USD 5,321.25
BY 01/08/2025		

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE

INVOICE NO 6046024

DATE 12/09/2024

Page 1 Of 1

DUNS# 825834260

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Big Lots-Tremont DC - #0874
Ship To Code: 0874
Closeout Distribution Inc.
50 RAUSCH CREEK RD
TREMONT, PA 17981 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095609167		2% 30 Days	Collect	6528519	WH4	4347564
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
CH ROBINSON CROSSDOCK		52	1,246	Bell, CA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
MP5342WTFU-43	NA	NS	WHISPER BY THERAPEDIC COOL TOUCH MATTRESS PAD - FULL				0.00	483.20
MP5342WTKG-43	NA	NS	WHISPER BY THERAPEDIC COOL TOUCH MATTRESS PAD - KING				0.00	2,199.04
MP5342WTQN-43	NA	NS	WHISPER BY THERAPEDIC COOL TOUCH MATTRESS PAD - QUEEN				0.00	545.60

	MERCH TOTAL :	3,227.84
	FREIGHT TOTAL :	0.00
	MISC TOTAL :	0.00
	SALES TAX TOTAL :	0.00
	DISC TOTAL :	0.00
	DEPOSIT TOTAL :	0.00
AMOUNT DUE		USD 3,227.84
BY 01/08/2025		

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



PEM-AMERICA, Inc.

Case 24-11967-JKS Doc 1604-1 Filed 01/07/25

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70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241**INVOICE**

INVOICE NO 6046025

DATE 12/09/2024

Page 1 Of 1

DUNS# 825834260

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Big Lots-Tremont DC - #0874
Ship To Code: 0874
Closeout Distribution Inc.
50 RAUSCH CREEK RD
TREMONT, PA 17981 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095609195		2% 30 Days	Collect	6528520	WH4	4347564
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
CH ROBINSON CROSSDOCK		189	1,030	Bell, CA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
MPR4283WTFU-43	NA	NS	WHISPER BY THERAPEDIC COOLING WATERPROOF MATTRESS PROTECTOR - FULL				0.00	525.00
MPR4283WTTW-43	NA	NS	WHISPER BY THERAPEDIC COOLING WATERPROOF MATTRESS PROTECTOR - TWIN				0.00	275.40
MPR4284WTFU-43	NA	NS	WHISPER BY THERAPEDIC COTTON / ANTIMICROBIAL MATTRESS PROTECTOR - FULL				0.00	2,055.90
MPR4284WTKG-43	NA	NS	WHISPER BY THERAPEDIC COTTON / ANTIMICROBIAL MATTRESS PROTECTOR - KING				0.00	1,449.00
MPR4284WTTW-43	NA	NS	WHISPER BY THERAPEDIC COTTON / ANTIMICROBIAL MATTRESS PROTECTOR - TWIN				0.00	837.00

	MERCH TOTAL :	5,142.30
	FREIGHT TOTAL :	0.00
	MISC TOTAL :	0.00
	SALES TAX TOTAL :	0.00
	DISC TOTAL :	0.00
	DEPOSIT TOTAL :	0.00
AMOUNT DUE		USD 5,142.30
BY 01/08/2025		

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



PEM-AMERICA, Inc.

Case 24-11967-JKS Doc 1604-1 Filed 01/07/25

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70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241**INVOICE**

INVOICE NO 6046026

DATE 12/09/2024

DUNS# 825834260

Page 1 Of 1

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Durant DC - #0879
Ship To Code: 0879
Big Lots-DURANT DC LLC
2306 ENTERPRISE DRIVE
DURANT, OK 74701 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095643771		2% 30 Days	Collect	6528525	WH4	4347566
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
CH ROBINSON CROSSDOCK		62	1,522	Bell, CA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
MP5342WTFU-43	NA	NS	WHISPER BY THERAPEDIC COOL TOUCH MATTRESS PAD - FULL				0.00	434.88
MP5342WTKG-43	NA	NS	WHISPER BY THERAPEDIC COOL TOUCH MATTRESS PAD - KING				0.00	2,954.96
MP5342WTQN-43	NA	NS	WHISPER BY THERAPEDIC COOL TOUCH MATTRESS PAD - QUEEN				0.00	545.60

	MERCH TOTAL :	3,935.44
	FREIGHT TOTAL :	0.00
	MISC TOTAL :	0.00
	SALES TAX TOTAL :	0.00
	DISC TOTAL :	0.00
	DEPOSIT TOTAL :	0.00
AMOUNT DUE		USD 3,935.44
BY 01/08/2025		

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE

INVOICE NO 6046027

DATE 12/09/2024

Page 1 Of 1

DUNS# 825834260

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Durant DC - #0879
Ship To Code: 0879
Big Lots-DURANT DC LLC
2306 ENTERPRISE DRIVE
DURANT, OK 74701 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095559412		2% 30 Days	Collect	6528526	WH4	4347566
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
CH ROBINSON CROSSDOCK		124	816	Bell, CA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
MPR4283WTFU-43	NA	NS	WHISPER BY THERAPEDIC COOLING WATERPROOF MATTRESS PROTECTOR - FULL				0.00	131.25
MPR4283WTKG-43	NA	NS	WHISPER BY THERAPEDIC COOLING WATERPROOF MATTRESS PROTECTOR - KING				0.00	364.50
MPR4283WTTW-43	NA	NS	WHISPER BY THERAPEDIC COOLING WATERPROOF MATTRESS PROTECTOR - TWIN				0.00	413.10
MPR4284WTKG-43	NA	NS	WHISPER BY THERAPEDIC COTTON / ANTIMICROBIAL MATTRESS PROTECTOR - KING				0.00	1,863.00
MPR4284WTTW-43	NA	NS	WHISPER BY THERAPEDIC COTTON / ANTIMICROBIAL MATTRESS PROTECTOR - TWIN				0.00	1,139.25

	MERCH TOTAL :	3,911.10
	FREIGHT TOTAL :	0.00
	MISC TOTAL :	0.00
	SALES TAX TOTAL :	0.00
	DISC TOTAL :	0.00
	DEPOSIT TOTAL :	0.00
AMOUNT DUE		USD 3,911.10
BY 01/08/2025		

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



Case 24-11967-JKS

Doc 1604-1 Filed 01/07/25

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INVOICE

70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE NO 6050217

DATE 12/11/2024

DUNS# 825834260

Page 1 Of 1

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Big Lots-Tremont DC - #0874
Ship To Code: 0874
Closeout Distribution Inc.
50 RAUSCH CREEK RD
TREMONT, PA 17981 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095624846		2% 30 Days	Collect	6446087	WH19	4359692
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
Armstrong Transport Group Inc		211	3,889	TIFTON, GA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
PW5565SQ-9300	NA	NS	LONDON FOG - 2PK ALL POSITION BED PILLOW 20X28 - STD/QN				0.00	6,857.50

	MERCH TOTAL :	6,857.50
	FREIGHT TOTAL :	0.00
	MISC TOTAL :	0.00
	SALES TAX TOTAL :	0.00
	DISC TOTAL :	0.00
	DEPOSIT TOTAL :	0.00
AMOUNT DUE		USD 6,857.50
BY 01/10/2025		

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



PEM-AMERICA, Inc.

70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE

INVOICE NO 6050218

DATE 12/11/2024

Page 1 Of 1

DUNS# 825834260

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Big Lots-Tremont DC - #0874
Ship To Code: 0874
Closeout Distribution Inc.
50 RAUSCH CREEK RD
TREMONT, PA 17981 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095624846		2% 30 Days	Collect	6446087	WH19	4359687
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
Armstrong Transport Group Inc		390	7,188	TIFTON, GA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
PW5565SQ-9300	NA	NS	LONDON FOG - 2PK ALL POSITION BED PILLOW 20X28 - STD/QN				0.00	12,675.00

	MERCH TOTAL :	12,675.00
	FREIGHT TOTAL :	0.00
	MISC TOTAL :	0.00
	SALES TAX TOTAL :	0.00
	DISC TOTAL :	0.00
	DEPOSIT TOTAL :	0.00
AMOUNT DUE		USD 12,675.00
BY 01/10/2025		

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



PEM-AMERICA, Inc.

Case 24-11967-JKS Doc 1604-1 Filed 01/07/25

Page 106 of 112

INVOICE70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE NO 6053077

DATE 12/11/2024

DUNS# 825834260

Page 1 Of 1

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Durant DC - #0879
Ship To Code: 0879
Big Lots-DURANT DC LLC
2306 ENTERPRISE DRIVE
DURANT, OK 74701 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095624847		2% 30 Days	Collect	6446088	WH19	4359689
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
Armstrong Transport Group Inc		213	3,926	TIFTON, GA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
PW5565SQ-9300	NA	NS	LONDON FOG - 2PK ALL POSITION BED PILLOW 20X28 - STD/QN				0.00	6,922.50

	MERCH TOTAL :	6,922.50
	FREIGHT TOTAL :	0.00
	MISC TOTAL :	0.00
	SALES TAX TOTAL :	0.00
	DISC TOTAL :	0.00
	DEPOSIT TOTAL :	0.00
	AMOUNT DUE	USD 6,922.50
BY 01/10/2025		

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE

INVOICE NO 6053078

DATE 12/11/2024

Page 1 Of 1

DUNS# 825834260

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Durant DC - #0879
Ship To Code: 0879
Big Lots-DURANT DC LLC
2306 ENTERPRISE DRIVE
DURANT, OK 74701 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095624847		2% 30 Days	Collect	6446088	WH19	4359690
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
Armstrong Transport Group Inc		390	7,188	TIFTON, GA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
PW5565SQ-9300	NA	NS	LONDON FOG - 2PK ALL POSITION BED PILLOW 20X28 - STD/QN				0.00	12,675.00

	MERCH TOTAL :	12,675.00
	FREIGHT TOTAL :	0.00
	MISC TOTAL :	0.00
	SALES TAX TOTAL :	0.00
	DISC TOTAL :	0.00
	DEPOSIT TOTAL :	0.00
AMOUNT DUE		USD 12,675.00
BY 01/10/2025		

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE

INVOICE NO 5980847

DATE 11/11/2024

Page 1 Of 1

DUNS# 825834260

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Durant DC - #0879
Ship To Code: 0879
Big Lots-DURANT DC LLC
2306 ENTERPRISE DRIVE
DURANT, OK 74701 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095609451		Net 60 days	Collect	6427687	WH4	4302513
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
CH ROBINSON CROSSDOCK		80	1,813	Bell, CA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
MP5342WTFU-43	NA	NS	WHISPER BY THERAPEDIC COOL TOUCH MATTRESS PAD - FULL				0.00	1,352.96
MP5342WTKG-43	NA	NS	WHISPER BY THERAPEDIC COOL TOUCH MATTRESS PAD - KING				0.00	2,542.64
MP5342WTQN-43	NA	NS	WHISPER BY THERAPEDIC COOL TOUCH MATTRESS PAD - QUEEN				0.00	818.40

	MERCH TOTAL :	4,714.00
	FREIGHT TOTAL :	0.00
	MISC TOTAL :	0.00
	SALES TAX TOTAL :	0.00
	DISC TOTAL :	0.00
	DEPOSIT TOTAL :	0.00
AMOUNT DUE		USD 4,714.00
BY 01/10/2025		

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



PEM-AMERICA, Inc.

Case 24-11967-JKS Doc 1604-1 Filed 01/07/25 Page 109 of 112

70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241**INVOICE**

INVOICE NO 6054517

DATE 12/12/2024

Page 1 Of 1

DUNS# 825834260

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Montgomery DC - #0870
Ship To Code: 0870
Big Lots Stores--CSC Dist. LLC
2855 SELMA HIGHWAY
MONTGOMERY, AL 36108 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095400920		2% 30 Days	Collect	6341510	WH32	4307994
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
HOGAN TRANSPORT, INC		220	3,960	DALTON, GA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
PW6128SQ-9300	NA	NS	THERAPEDIC - 2PK COPPER BED PILLOW - STD/QN (CASE PACK 5)				0.00	9,350.00

	MERCH TOTAL :	9,350.00
	FREIGHT TOTAL :	0.00
	MISC TOTAL :	0.00
	SALES TAX TOTAL :	0.00
	DISC TOTAL :	0.00
	DEPOSIT TOTAL :	0.00
AMOUNT DUE		USD 9,350.00
BY 01/11/2025		

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE

INVOICE NO 6064458

DATE 12/17/2024

Page 1 Of 1

DUNS# 825834260

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Montgomery DC - #0870
Ship To Code: 0870
Big Lots Stores--CSC Dist. LLC
2855 SELMA HIGHWAY
MONTGOMERY, AL 36108 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095400920		2% 30 Days	Third Party	6341510	WH32	4382632
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
HOGAN TRANSPORT, INC		56	5,040	DALTON, GA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
PW6128SQ25-9300	NA	NS	THERAPEDIC - 2PK COPPER BED PILLOW - STD/QN (CASE PACK 25)				0.00	11,900.00

	MERCH TOTAL :	11,900.00
	FREIGHT TOTAL :	0.00
	MISC TOTAL :	0.00
	SALES TAX TOTAL :	0.00
	DISC TOTAL :	0.00
	DEPOSIT TOTAL :	0.00
AMOUNT DUE		USD 11,900.00
BY 01/16/2025		

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



PEM-AMERICA, Inc.

70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE

INVOICE NO 6064731

DATE 12/18/2024

Page 1 Of 1

DUNS# 825834260

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Big Lots-Tremont DC - #0874
Ship To Code: 0874
Closeout Distribution Inc.
50 RAUSCH CREEK RD
TREMONT, PA 17981 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095624846		2% 30 Days	Third Party	6446087	WH19	4358717
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
Armstrong Transport Group Inc		390	7,188	TIFTON, GA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
PW5565SQ-9300	NA	NS	LONDON FOG - 2PK ALL POSITION BED PILLOW 20X28 - STD/QN				0.00	12,675.00

	MERCH TOTAL :	12,675.00
	FREIGHT TOTAL :	0.00
	MISC TOTAL :	0.00
	SALES TAX TOTAL :	0.00
	DISC TOTAL :	0.00
	DEPOSIT TOTAL :	0.00
AMOUNT DUE		USD 12,675.00
BY 01/17/2025		

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.



70 WEST 36TH ST., 2nd FLOOR
NEW YORK NY 10018 US
Tel. 212 481-2141 Fax. 212 481-2241

INVOICE

INVOICE NO 6065936

DATE 12/19/2024

Page 1 Of 1

DUNS# 825834260

Bill To

BIG LOTS STORES INC.
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Ship To

Montgomery DC - #0870
Ship To Code: 0870
Big Lots Stores--CSC Dist. LLC
2855 SELMA HIGHWAY
MONTGOMERY, AL 36108 US

CUST No.	CUSTOMER ORDER NO	DEPT	TERMS	DEL TERMS	ORDER NO	WHS	BILL OF LADING
00143	0095624845		2% 30 Days	Third Party	6446086	WH19	4381870
SHIP VIA		No. PACKAGES	WEIGHT	FOB		SALESMAN	
HOGAN TRANSPORT, INC		390	7,188	TIFTON, GA		AARON KOPOLOW	

STYLE CUSTOMER SKU	COLOR	SIZE	DESCRIPTION	QTY	UOM	PRICE	DISC %	AMOUNT
PW5565SQ-9300	NA	NS	LONDON FOG - 2PK ALL POSITION BED PILLOW 20X28 - STD/QN				0.00	12,675.00

	MERCH TOTAL :	12,675.00
	FREIGHT TOTAL :	0.00
	MISC TOTAL :	0.00
	SALES TAX TOTAL :	0.00
	DISC TOTAL :	0.00
	DEPOSIT TOTAL :	0.00
AMOUNT DUE		USD 12,675.00
BY 01/18/2025		

Invoice must be paid in full. Any Disputes/charge-backs, relating to the shipment(s) contained on this invoice must be made in writing to the above address within 180 days of the invoice date. Any charge-backs written after that time will not be honored.